

SC 1803
RJN
6/23/83

EPA Region 5 Records Ctr.



257259

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, with principal payments applied to purchase as hereinafter set forth, is made and executed on June 27, 1983, by and between PICKANDS MATHER & CO., Lessor/Seller, hereinafter referred to as "Owner", and WISCONSIN WRECKING COMPANY, Lessee/Purchaser, hereinafter referred to as "Wisconsin".

WHEREAS, Owner desires to lease/sell and Wisconsin desires to lease/purchase those certain premises in Milwaukee, Wisconsin as more completely described and pursuant to the terms and conditions all as herein contained.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereinafter set forth, the parties mutually covenant and agree as follows:

W I T N E S S E T H

1. Owner hereby leases/sells to Wisconsin and Wisconsin leases/purchases from Owner, for the purpose of conducting thereon the businesses permitted by Section 6 and for no other purpose during the term hereof, those certain premises, all in their present condition, with appurtenances, situated in the City of Milwaukee, Wisconsin, known as the Milwaukee Solvay Coke Co.

Division of Pickands Mather & Co. property, lying south of Greenfield Avenue, containing approximately 47 acres, more or less, all as outlined on the plat attached hereto and made a part hereof. As used herein, the term "premises" refers to the real property described and to any improvements located thereon from time to time during the term hereof. Wisconsin acknowledges that it is familiar with the condition of the premises and accepts the premises in their present state, and further acknowledges that Owner has no obligation to make any repairs or improvements to the premises or any structures or facilities thereon, except as provided in Section 17 hereof. Owner does not warrant that the premises are suitable for the purposes for which the Wisconsin intends to use them.

A title commitment for the premises, to be issued by a title company licensed in the State of Wisconsin in an amount of \$850,000, insuring Wisconsin's interest in the premises, will be delivered to Wisconsin no later than two (2) calendar weeks following execution of this Lease/Purchase Agreement. Wisconsin shall have a period of ten (10) calendar days following receipt of such title commitment to deliver written objections to any alleged substantial defects or encumbrances affecting the title to the premises which may be disclosed by such title policy. Owner shall have thirty (30) calendar days following receipt of such objections to commence the correction of the alleged deficiencies and complete the correction within ninety (90) calendar days to the reasonable satisfaction of Wisconsin. If owner is unable to correct such objections, Wisconsin may terminate this Agreement, without further liability. In the event of such termination, Owner and Wisconsin agree to discuss a renegotiation of the dismantling agreement entered into between the parties as of even date hereof.

Owner agrees that upon conveyance to Wisconsin of title to the premises as provided for herein, the status of the title will be not less than the same condition as finally accepted by Wisconsin, and Owner agrees to provide Wisconsin with an updating of the title policy no less than twenty (20) days prior to the conveyance of the premises.

2. The initial term of the Lease/Purchase Agreement shall be for approximately 15 years commencing July 1, 1983 and ending on March 1, 1998. Wisconsin shall have the option to shorten the term hereof to approximately 12 years, terminating March 1, 1995, by notice to Owner at any time during the term hereof. The schedule of annual payments shall be modified accordingly. As used herein, the expression "term hereof" refers to the initial term or the reduced term, as the case may be.

3. Wisconsin agrees to make payments to Owner during the term hereof, at such times and in such amounts as are set forth in Exhibit A attached hereto and made a part hereof, or as such schedules may be modified as hereinafter set forth. Wisconsin shall have the option to prepay any of the payments, except a final sum of \$50,000.00 due March 1, 1998, or if Wisconsin has determined to complete all payments in twelve (12) years, the payment due March 1, 1995. Any acceleration of payments will result in a recomputation of the amounts of any remaining payments, all in accordance with payment provisions as set forth in Exhibit A. All payments are to be received by Owner on or before the due date at its office at Cleveland, Ohio, Attention: Treasury Department.

4. Owner agrees that upon completion of the annual payments required to be made by Wisconsin, as set forth in Exhibit A, Owner will deliver promptly to Wisconsin a warranty deed for the premises and a quit-claim deed for the riparian rights from the dock face to the center of the Kinnickinnic River. Owner has the right to require the full payment of the purchase price and no right of termination is granted to Wisconsin by this Lease/Purchase Agreement. The parties recognize the right of specific performance to be demanded by Wisconsin. Any taxes assessed upon the transfer of the premises and the riparian rights are to be paid by Owner. Both such deeds will contain a right of first refusal in favor of the grantor to meet any bona fide purchase price for all or part of the premises which grantee may offer for sale. Any such right of first refusal covering all or part of the dock face shall also include the riparian rights to the center of the Kinnickinnic River. The right of first refusal shall expire five (5) years from the date of the deeds of conveyance to Wisconsin from Owner and such right shall run with the land. Owner is to advise Wisconsin, pursuant to Section 19, within thirty (30) calendar days of receipt of the notice of a bona fide offer of Owner's exercise or decline to exercise its right right of first refusal.

5. Simultaneously with the execution of this Lease/Purchase Agreement, Owner and Wisconsin shall execute an Agreement in the form attached hereto as Exhibit B providing for the dismantling by Wisconsin of the structures on the premises (with certain exceptions), and on the parcel of land north of Greenfield Avenue, and the cleaning up of the premises, among other things, all as set forth therein.

6. Wisconsin agrees that the uses to be made of the premises shall be limited to crushing of materials, salvaging, incinerating and concrete and/or asphalt batch plants. No other businesses may be conducted on the premises or use thereof made without the prior written approval of Owner, which approval shall not be unreasonably withheld.

7. Wisconsin shall have the right to make improvements to the premises and install machinery or equipment thereon consistent with the limitations contained in Section 6 above. All such improvements and machinery or equipment, whether affixed to the premises or not, shall be deemed to be personal property of Wisconsin and may be removed at any time by Wisconsin.

8. Wisconsin agrees to maintain the premises in a neat and orderly condition and agrees in connection with its operations to comply with all local, state and federal laws, ordinances and regulations. In the event Wisconsin's operations as permitted by Section 6 require any variance in local ordinances, codes or regulations, Owner agrees to cooperate with Wisconsin to secure the requested variance.

9. Wisconsin agrees that it will not assign or transfer this Lease/Purchase Agreement or sublet any portion of the premises without the prior written consent of Owner, and the making of any such assignment, transfer or sublease with Owner's consent shall not release Wisconsin from its obligations hereunder. Owner shall not unreasonably withhold its consent to a sublease of any portion of the premises. Any such assignment, transfer or sublease without such consent shall be void, and shall, at the option of Owner, terminate this Lease/Purchase Agreement.

10. Wisconsin shall pay all ad valorem taxes assessed upon the land and structures during the terms of this Lease/Purchase Agreement, commencing with one-half of the taxes for the year 1983, payable in the year 1984. Owner shall make periodic tax payments in 1984 for its one-half share of the 1983 taxes and Wisconsin shall be responsible for making the balance of the payments due the county treasurer for the remaining one-half of the 1983 taxes. In the event this Lease/Purchase Agreement terminates prior to Wisconsin receiving a deed to the premises by reason of a default on the part of Wisconsin, Wisconsin shall pay to Owner a proration of the taxes to the date of termination.

11. As further consideration for this Lease/Purchase Agreement, Wisconsin agrees to furnish personnel and equipment during normal business hours and weather permitting to clean up, mix and load out the coal and coke stockpiled on the premises on the date hereof and any tar presently in tanks or otherwise, as requested by Owner, pursuant to the terms of Exhibit B. Owner shall give Wisconsin reasonable advance notice of Owner's requirements in order to assist Wisconsin in its scheduling of personnel and equipment. Owner shall pay for electric power used for the operation of the portable screening plant. Such loading out of the above materials is to be completed by June 30, 1985 or such other mutually acceptable time if Owner is delayed by unforeseen circumstances.

12. Wisconsin shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any opera-

tions of Wisconsin, any alteration, improvements, or repairs or additions which Wisconsin may make or permit or cause to be made, or any work or construction, by, for, or permitted by Wisconsin on or about the premises, or any obligations of any kind incurred by Wisconsin, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to defend and indemnify Owner against all such liens and claims of liens and suits or other proceedings pertaining thereto.

If Wisconsin desires to contest any such lien, it shall notify Owner of its intention to do so within twenty (20) calendar days after the filing of such lien. In such case, and provided that Wisconsin shall on demand protect Owner by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Wisconsin shall not be in default hereunder until twenty (20) calendar days after the final determination of the validity thereof, within which time Wisconsin shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgement rendered thereon, and such delay shall be a default of Wisconsin hereunder. In the event of any such contest, Wisconsin shall protect and indemnify Owner against all loss, expense, and damage resulting therefrom.

13. Owner shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Wisconsin or by any person whosoever may at any time be using or occupying or visiting the premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Wisconsin or of any occupant,

subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Wisconsin shall indemnify and defend Owner against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Wisconsin hereby waives all claims against Owner for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Wisconsin in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. All of the preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Owner, its agents, or employees. Wisconsin hereby waives any constitutional or statutory immunities.

14. Wisconsin has agreed to secure and maintain insurance coverages during the dismantling work to be performed on the premises, as set forth in Exhibit B.

Upon completion of the dismantling, Wisconsin agrees to secure and keep in effect during the balance of the term of this Lease/Purchase Agreement, without any break in insurance coverages, the following insurance:

- Worker's Compensation - Standard Limits
 - Employer's Liability Limits of at least \$100,000 each accident
- Comprehensive General Liability (including contractual liability and contractor's protective liability)
 - Bodily Injury - Limits of at least \$500,000 each occurrence
 - \$1,000,000 aggregate

- Property Damage - Limits of at least \$500,000 each occurrence
 - \$500,000 aggregate
- Automobile Liability
 - Bodily Injury - \$500,000 each person
 - \$1,000,000 each accident
 - Property Damage - \$500,000 each accident

Any policy deductibles and/or self-insurance retentions are for the account of Wisconsin.

All policies of insurance shall provide for at least 60 days prior written notice of cancellation. The General Liability and Automobile Liability policies will name Owner as an additional insured, as its interest may appear.

Wisconsin shall furnish to Owner evidence of insurance as required hereunder, placed with companies acceptable to Owner.

15. Wisconsin shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term hereof, and all costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and Owner shall have no responsibility of any kind for utility costs, except for the payment of electric power for operation of the screening facility during the period it is used for the Owner's screening of its coal and coke from the premises and for Owner's separate telephone service for its own use in the main office building. Security for the premises shall be the responsibility of Wisconsin.

16. If Wisconsin shall fail to keep any of the conditions herein expressed to be performed or observed by Wisconsin, and if either such failure shall continue for sixty (60) days after the receipt by Wisconsin, of written notice from Owner specifying any such failure, which will be deemed to constitute a breach of this Lease/Purchase Agreement by Wisconsin, Owner may, at its election, without notice of entry or other action, terminate this Lease/Purchase Agreement and any and all rights of Wisconsin hereunder and any and all persons claiming under Wisconsin.

17. Owner shall have the obligation to enter the premises and remedy or have remedied by others any complaints against the premises which may be brought by any complainants resulting from previous uses made of the premises by Owner or its predecessors. Owner agrees to perform any such remedial work in a manner which minimizes interference with the use of the premises by Wisconsin. In the event remedial work is required on an area of the premises used by Wisconsin (or others), the parties shall agree upon an adjustment in the payments due Owner hereunder in order to compensate Wisconsin for such loss of use. Wisconsin shall be liable for any complaints against the premises or any part thereof resulting from Wisconsin's use thereof, which liability shall survive the transfer of title to the premises to Wisconsin under this Lease/Purchase Agreement or the earlier termination thereof by reason of default on the part of Wisconsin.

18. Owner retains the right to select, with Wisconsin's concurrence, and to use two offices in the main office building, and to use the truck scale and scale house and have the right of ingress and egress for itself and others to the coal and coke stockpile areas and tar storage areas for a period of two

(2) years from the date of this Lease/Purchase Agreement or for such longer period as may be agreed upon between the parties in order to permit the orderly removal of Owner's existing inventories from the premises. During such period, Wisconsin agrees to provide heat, light, water and janitorial services to the rooms occupied by Owner, and Owner shall have free use of the office furniture and equipment presently located in the two rooms, together with free use of the truck scale. Owner shall have the right of re-entry upon the premises to ascertain the progress of the demolition of the buildings and other facilities and monitor the cleanup of the premises.

19. All notices, demands, or other writings in this Lease/Purchase Agreement provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made by personal delivery or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Owner: PICKANDS MATHER & CO.
Attention: Secretary
1100 Superior Avenue
Cleveland, Ohio 44114

To Wisconsin: WISCONSIN WRECKING COMPANY
8233 South 100th Street
Franklin, Wisconsin 53132

The address to which any notice, demand, or other writing may be given or made or sent to either party as above provided may be changed by written notice given by such party as above provided.

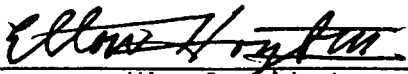
20. The waiver by Owner of, or the failure of Owner to take action with respect to any breach of any term, covenant or condition herein contained

shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition therein contained. The subsequent acceptance of any payment hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Wisconsin of any term, covenant, or condition of this Lease/Purchase Agreement, other than the failure of Wisconsin to pay the particular payment so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such payment.

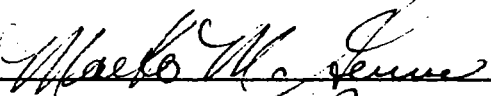
21. Owner agrees to convey to Wisconsin by separate agreement emission control credits which Owner may receive from the Wisconsin Department of Natural Resources, to the extent such emission control credits are transferable.

IN WITNESS WHEREOF, the parties have executed this Lease/Purchase Agreement on the day and year above written.

PICKANDS MATHER & CO.

By 
~~Ellen H. Hyatt~~ President

WISCONSIN WRECKING COMPANY

By 
Partner

RM

EXHIBIT A
LEASE/PURCHASE PAYMENT SCHEDULE

Total consideration - \$850,000.00.

Initial payment of a minimum of \$150,000.00 due March 1, 1984.

Interest on the unpaid balance remaining after the initial payment, computed at the annual rate of 10%, to commence March 1, 1984.

Wisconsin may make accelerated payments of principal, up to a remaining balance of \$50,000.00, which balance may not be paid prior to the date the final payment is to be made pursuant to the payment schedule selected by Wisconsin.

All annual payments subsequent to March 1, 1984, covering principal and interest (or interest alone, if the principal is prepaid up to the \$50,000 minimum remaining balance) are due March 1 of each year during the term of this lease.

(1) Fifteen Year Schedule:

<u>Year</u>	<u>Principal Repayment</u>	<u>Interest</u>	<u>Ending Principal Outstanding</u>	<u>Total Repayment</u>
1985	\$25,022.36	\$70,000.00	\$674,977.64	\$ 95,022.36
1986	27,524.60	67,497.76	647,453.04	95,022.36
1987	30,277.06	64,745.30	617,175.98	95,022.36
1988	33,304.76	61,717.60	583,871.22	95,022.36
1989	36,635.24	58,387.12	547,235.98	95,022.36
1990	40,298.76	54,723.60	506,937.22	95,022.36
1991	44,328.64	50,693.72	462,608.58	95,022.36
1992	48,761.50	46,260.86	413,847.08	95,022.36
1993	53,637.65	41,384.71	360,209.43	95,022.36
1994	59,001.42	36,020.94	301,208.01	95,022.36
1995	64,901.56	30,120.80	236,306.45	95,022.36
1996	71,391.71	23,630.65	164,914.74	95,022.36
1997	78,530.89	16,491.47	86,383.85	95,022.36
1998	86,383.85	8,638.51	0.00	95,022.36
Total interest \$630,313.04				

(2) Twelve Year Schedule:

1985	\$37,774.20	\$70,000.00	\$662,225.80	\$107,774.20
1986	41,551.62	66,222.58	620,674.18	107,774.20
1987	45,706.78	62,067.42	574,967.40	107,774.20
1988	50,277.46	57,496.74	524,689.94	107,774.20
1989	55,305.21	52,468.99	469,384.73	107,774.20
1990	60,835.73	46,938.47	408,549.00	107,774.20
1991	66,919.30	40,854.90	341,629.70	107,774.20
1992	73,611.23	34,162.97	268,018.47	107,774.20
1993	80,972.35	26,801.85	187,046.12	107,774.20
1994	89,069.59	18,704.61	97,976.53	107,774.20
1995	97,976.53	9,797.67	0.00	107,774.20
Total interest \$485,516.20				

THIS AGREEMENT, made and entered into this 27th day of June, 1983, by and between PICKANDS MATHER & CO. (hereinafter referred to as "Owner"), and WISCONSIN WRECKING COMPANY (hereinafter referred to as "Wisconsin").

W I T N E S S E T H:

Owner desires to retain the services of Wisconsin for the dismantling and disposition of buildings, structures, equipment and materials at Owner's Milwaukee Solvay Coke Company Division Coke Plant located in Milwaukee, Wisconsin and Wisconsin agrees to perform such services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, Owner and Wisconsin agree as follows:

1. Owner will provide to Wisconsin a Bill of Sale covering all of the buildings, structures, equipment and other personal property located on the premises of Owner's Milwaukee Solvay Coke Company Division Coke Plant in Milwaukee, Wisconsin, except the rod mill and related equipment, spares and rods, as more fully set forth in Exhibit A, which are retained by Owner. All of such buildings, structures, equipment and materials are sold on an AS IS, WHERE IS basis, for a consideration recited in the Bill of Sale of \$30,000.00 for the personal property. As part of the consideration for the Bill of Sale, Wisconsin hereby waives any and all amounts due from Owner for dismantling and cleanup work performed on the Milwaukee Coke premises to date and agrees to dismantle so much of the buildings and structures as the parties may agree and

clean up the premises to the reasonable satisfaction of Owner, as hereinafter set forth.

2. Wisconsin is to remove, at its discretion, all of the mobile equipment, machinery, tools, office equipment, stores and spares, tanks, pipes, poles, rails, railroad cars, locomotives, chattels and personal property, except the rod mill and related equipment listed on Exhibit A, and completely remove or dismantle buildings, structures, tanks, stacks, etc., leaving the premises level and clean with all debris removed, except that the main office building, office and chemical lab, storeroom and machine shop, portions of the by-products building, coke screening facilities, scale, scale house and main smoke stack and related structures, which are to be left intact, unless the parties agree otherwise. The dismantling of buildings and structures and cleanup of premises include those structures on the north side of Greenfield Avenue.

Anchor bolts on all machinery foundations or structures must be burned off level to the foundations.

The Work will include the dismantling of all structures to ground level or to existing foundations and the filling in of all basements, excavations, tunnels, etc. to grade level, with drainage maintained for the premises.

The 500,000-gallon tank which contains tar shall be left intact and ownership of the contents shall remain with the Owner. Owner

shall have two years from the date hereof or such additional period as the parties shall decide to dispose of the contents.

The west concrete wall and fencing thereon bordering the C.M. St. P. & P. Railway right-of-way are not to be disturbed, except the steam pipeline presently hung on the wall fence is to be removed, together with certain steel support columns using the wall as a base.

If Wisconsin shall encounter any unforeseen and/or unknown quantity of material involved in the dismantling which is determined to be "hazardous", other than asbestos, the Owner and Wisconsin shall determine the proper method of disposal and if added costs are incurred as a result, Wisconsin shall be compensated in whatever amount is mutually agreed upon between the parties. The Owner shall assume the responsibility for all contact with governmental agencies and any permit fees which shall be required, except for obtaining permits which may be required pursuant to Section 13.

3. Wisconsin agrees that the dismantling and cleanup work will be completed to Owner's reasonable satisfaction on or before March 1, 1984. Owner shall have the right to monitor the work of Wisconsin and Wisconsin agrees to comply with the reasonable requests of Owner. The coke screening facilities, scale and scale house are to be used by Wisconsin in the loading out of the coal, coke breeze, tar and any combinations thereof for the

account of Owner.

4. Wisconsin agrees to retain intact the necessary facilities for and to handle all coal, coke breeze, tar and other materials or combinations thereof, as Owner shall request, at a cost of \$30,000.00 to Owner. The removal of such materials is to be started July 1, 1983 and is anticipated to be completed on or before June 30, 1985. In the event of unforeseen circumstances which prevent completion of removal within the two (2) year period, the parties will make mutually acceptable alternate arrangements; provided, however, that the location of the materials shall not interfere with Wisconsin's use of the premises. Electric power to operate the screening facility will be provided for and paid directly by Owner.
5. Clean fill material, as approved by Owner, generated by Wisconsin's work, may be used as clean fill for the former coal stockpile area. All debris not used for fill material or ramps to Wisconsin's proposed crusher installation on the premises must be removed from the premises to disposal areas selected by Wisconsin. Wisconsin agrees to cover portions of the storage area of the premises with crushed concrete, to vary in depth from one foot to two feet, depending upon the use to be made of the premises. This concrete base is to be started on or before March 1, 1984, and completed no later than January 1, 1989. The requirement for placing crushed concrete shall survive the termination

of the requirement for dismantling structures and cleanup of the premises.

6. Wisconsin acknowledges it has made a reasonably careful examination and investigation of the premises and is aware of the conditions of the site, the location of available disposal areas, the condition of adjoining properties, roads and structures, the character of the work and the conditions and circumstances under which the work must be performed and the location and condition of all personal property.
7. Owner believes, to the best of its knowledge, that all liquid storage tanks have been drained of their contents, except as recited in Section 2, but does not guarantee this status. Any materials remaining in tanks, lines or other equipment, are to be removed prior to disassembly or dismantling, and any spills of materials are to be cleaned up at Wisconsin's cost, in accordance with local, state and federal EPA laws or directives. In any such cleanup of spills, Wisconsin may use coke breeze presently on the premises, with Owner's prior approval. Coal tar remaining in lines or tanks may be placed in the 500,000-gallon tank, if the mix of materials is suitable and no contaminants are thereby added to the tank.
8. Wisconsin shall be an independent contractor and not an agent or representative of the Owner with respect to any of the work being performed on the Owner's premises.

9. Wisconsin hereby agrees to indemnify and save harmless the Owner from and against all loss or liability for or on account of any injury, death or damages received or sustained by any person or persons, and for damages to property by reason of any act or neglect on the part of Wisconsin, its agents, employees or subcontractors or by reason of the condition of the premises and/or the facilities thereon. Wisconsin shall likewise be solely responsible for, and shall indemnify and hold harmless the Owner against and from, any and all loss or liability in respect of injuries to or death of any employee of Wisconsin or any of its subcontractors, arising out of the work contemplated hereunder, or while in, on or near the site thereof, or in, on or near the premises of the Owner, however such injuries or death may be caused, or the condition of the premises or otherwise. Wisconsin hereby waives any constitutional or statutory immunities.

10. Prior to performing any work on the Owner's premises, Wisconsin will secure the following insurance:

- Worker's Compensation - Standard Limits

- Employers Liability Limits of at least \$100,000 each accident

- Comprehensive General Liability (including contractual liability and contractor's protective liability)

- Bodily Injury - Limits of at least \$500,000 each occurrence

- \$1,000,000 aggregate

- Property Damage - \$500,000 each occurrence

- \$500,000 aggregate

- Automobile Liability

Bodily Injury - \$500,000 each person

- \$1,000,000 each accident

Property Damage - \$500,000 each accident

Wisconsin will be responsible for insuring its own tools and equipment (including physical damage under the automobile policy).

Any policy deductibles and/or self-insurance retentions are for the account of Wisconsin.

The Owner will be named as an additional named insured as its interest may appear under the Comprehensive General Liability Insurance Policy and the Automobile Liability Policy.

All policies of insurance will provide for at least 30 days notice of cancellation.

Wisconsin will furnish evidence of insurance, placed with companies acceptable to Owner, as outlined above prior to commencement of the Work.

11. Wisconsin is to furnish all air, water, electrical power and other utilities needed, except as provided in Section 4, and is to provide its own security for the entire premises commencing July 1, 1983.
12. Wisconsin will not subcontract or assign any part of the work without the prior written approval of the Owner. Such approval

shall not be unreasonably withheld. Any subcontractor or assignee is to be bound by the provisions of this Agreement.

13. Wisconsin will be obligated to secure any and all permits for dismantling, removal, transportation and disposal of any materials or substances encountered in the clearing of the premises, except as provided in Section 2.
14. Wisconsin is to pay any local or state sales or use taxes imposed upon the transfer of ownership of materials and equipment from Owner to Wisconsin.
15. Coal, coke and coke breeze and other commercial materials stockpiled or stored on the premises are hereby excluded from this Agreement and the referred-to bill of sale, and are to remain the property of Owner and Owner retains the rights to remove all of such materials.
16. Owner and Wisconsin are entering into a Lease/Purchase Agreement of the premises lying south of Greenfield Avenue effective July 1, 1983. Such Lease/Purchase Agreement and this Agreement are complementary and the validity of each is dependent upon the execution of both this Agreement and the Lease/Purchase Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as of the date hereinbefore stated.

PICKANDS MATHER & CO.

By Elton H. Mather
President

RM

WISCONSIN WRECKING COMPANY

By Harold M. Gurnea
Partner

EXHIBIT A

7' x 12' Rod Mill
Falk Gear in Place
Farvall Manual Greaser
Discharge Conveyor
Spare Liners - 4 Discharge & 6 Shell
Grinding Rods 240, 2-15/16" x 11'
Pinion Gear & Ring Gear (Spare Set)
Rod Charging Platform

1605 1014

MEMORANDUM OF LEASE/PURCHASE AGREEMENT

THIS MEMORANDUM OF LEASE/PURCHASE AGREEMENT, made and entered into as of the 27th day of June, 1983, by and between PICKANDS MATHER & CO., a Delaware corporation, hereinafter referred to as "Owner", and WISCONSIN WRECKING COMPANY, a Wisconsin general partnership, hereinafter referred to as "Wisconsin".

5686638

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT - 11 40 AM

W I T N E S S E T H:

JAN 18 1984 1014 40
REEL 1605 IMAGE 1018 ENCL.

Walter B. Buehl REGISTER
OF DEEDS

WHEREAS, by separate instrument of June 27, 1983, Owner and Wisconsin entered into a Lease/Purchase Agreement under the terms of which Owner has leased/sold to Wisconsin certain premises in the City of Milwaukee, Wisconsin, for the purpose of conducting certain business thereon; and

WHEREAS, the parties desire to give notice of the Lease/Purchase Agreement by this Memorandum.

DOC # 5686638 #
RECORD 12.70

NOW, THEREFORE, FURTHER WITNESSETH:

1. Owner hereby leases/sells to Wisconsin for the purpose of conducting certain businesses thereon that certain parcel of land situated in the City of Milwaukee, Wisconsin, known as The Milwaukee Solvay Coke Co. Division of Pickands Mather & Co. property, lying south of Greenfield Avenue, containing approximately forty-seven (47) acres, more or less, and being more particularly described on the attached Exhibit A, which is made a part hereof, sometimes herein referred to as "the premises", all upon the terms and conditions and subject to the limitations set forth in the Lease/Purchase Agreement.

2. The Lease/Purchase Agreement shall be effective for a term beginning July 1, 1983 and ending March 1, 1998 or March 1, 1995, as Wisconsin shall determine.

3. Owner, in consideration of the covenants and agreements of Wisconsin contained in the Lease/Purchase Agreement, agrees that upon the prompt and full performance by Wisconsin, to convey the premises to Wisconsin by good and sufficient Warranty Deed, subject to all easements, conditions and restrictions of record, and unpaid installments of special assessments, if any, and to convey by Quit Claim Deed the riparian rights from the dock face on the premises to the center of the Kinnickinnic River.

IN TESTIMONY WHEREOF, Owner has caused these presents to be executed in its corporate name by its duly authorized officers and Wisconsin has caused these presents to be executed by one of its general partners as of the day and year first above written.

SIGNED AND SEALED in the presence of:

Kathleen M. Konya
KATHLEEN M. KONYA

Kathleen M. Schupp
KATHLEEN M. SCHUPP

PICKANDS MATHER & CO.

By R. McInnes
R. McInnes, President

Attest R.J. Morwick
R.J. Morwick, Assistant Secretary

Susan M. Ragschke
SUSAN M. RAGSCHKE

John F. Huyer
JOHN F. HUYER

WISCONSIN WRECKING COMPANY

By Marko M. Gerovac
A General Partner
MARKO M. GEROVAC

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 20th day of September, 1983, by R. McInnes and R. J. Norwick, the President and Assistant Secretary, respectively, of PICKANDS MATHER & CO., a corporation under the laws of Delaware, on behalf of the corporation.

HELEN M. STEVENSON
Notary Public - State of Ohio - Lake Cty.
My commission expires My Commission Expires Sept. 14, 1985.

Helen M. Stevenson
Notary Public

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 14th day of October, 1983, by MARVO M. GEROVAC, a General Partner of WISCONSIN WRECKING COMPANY, a Wisconsin general partnership, on behalf of the partnership.

My commission expires IS PERMANENT.

Charles F. Magyera
Notary Public
CHARLES F. MAGYERA

The foregoing instrument was prepared by:

R. J. Norwick
Attorney-at-Law - Pickands Mather & Co.
1100 Superior Avenue
Cleveland, Ohio 44114

turn to

1605 1017

EXHIBIT A

Partition of NW 1/4 Section 4
Town 6 N. R. 22
37-200

MILWAUKEE SOLVAY COKE SITE
COMPOSITE DESCRIPTION

That part of Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 17 in the Partition of that part of the N W 1/4 of Section 4, lying West of the quarter section line and that part of Lots 1 and 2 in Subdivision of the West 1/2 of the S W 1/4 of said Section (4) T 6 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Section 4;
thence North 89° 56' 29" East along the North line of the N W 1/4 of Section 4 aforesaid 116.01 ft. to a point;
thence South 00° 46' 58" West 16.00 ft. to a point in the South line of East Greenfield Avenue being the point of beginning of the land about to be described;
thence North 89° 56' 29" East along the South line of East Greenfield Avenue 180.93 ft. to a point on the Westerly line of the Chicago and North Western Transportation Company right-of-way;
thence Southeasterly along said right-of-way line 776.10 ft., being the arc of a curve whose center lies to the Northeast whose radius is 2669.09 ft. and whose chord bears South 30° 46' 32" East 773.37 ft. to a point;
thence South 39° 06' 20" East along said right-of-way line 661.68 ft. to a point on the Westerly dock line of the Kinnickinnic River;
thence South 20° 59' 55" West along said dock line 733.69 ft. to a point;
thence South 16° 11' 31" West along said dock line 296.93 ft. to a point;
thence South 20° 45' 27" West along said dock line 354.07 ft. to a point on the South line of the N W 1/4 of said Section, said point being 672.66 ft. South 89° 47' 45" East of the Southwest corner of the NW 1/4 of said Section;
thence South 17° 29' 34" West along said dock line 343.01 ft. to a point;
thence South 60° 49' 25" West along said dock line 42.79 ft. to a point on the North line of the South 50.00 ft of Lot 1 in said Subdivision of the West 1/2 of the S W 1/4 of Section 4;
thence South 89° 47' 45" East along the North line of the South 50.00 ft of Lot 1 aforesaid 30.75 ft. to a point on the old established dock line of the Kinnickinnic River;
thence South 17° 29' 34" West along said old dock line 6.00 ft. to a point;
thence South 55° 44' 25" West along said old dock line 427.24 ft. to a point;

Page Two
Milwaukee Solvay Coke Site
Composite Description

thence North 21° 28' 30" West along a line which is 44.00 ft. North-easterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 57.58 ft. to a point on the dock line of the Kinnickinnic River;
thence South 60° 49' 25" West along said dock line 44.40 ft. to a point on the Northeasterly line of South Kinnickinnic Avenue;
thence North 21° 28' 30" West along the Northeasterly line of South Kinnickinnic Avenue 232.20 ft. to a point on the North line of the South 50.00 ft of said Lot 1;
thence South 89° 47' 45" East along the North line of the South 50.0 ft of Lot 1 aforesaid 47.35 ft. to a point;
thence North 21° 28' 30" West along a line which is 44.00 ft. North-easterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 199.62 ft. to a point which is 40.00 ft. East of the West line of the SW 1/4 of said Section;
thence North 00° 53' 55" East and parallel to the West line of the SW 1/4 of said Section 163.01 ft. to a point, said point being 40.00 ft South 89° 47' 45" East of the Southwest corner of the NW 1/4 of said Section;
thence North 00° 46' 58" East on a line which is 40.00 ft. East of and parallel to the West line of the NW 1/4 of said Section 333.35 ft. to the Southwest corner of said Lot 14;
thence South 89° 47' 45" East along the North line of Lot 12 aforesaid 50.00 ft. to a point;
thence North 00° 46' 58" East along the West line of Lot 17 aforesaid 151.42 ft. to the Northwest corner of said Lot 17;
thence South 89° 47' 45" East along the South line of Lot 7 aforesaid 26.00 ft. to a point;
thence North 00° 46' 58" East along a line which is 116.00 ft. East of and parallel to the West line of the NW 1/4 of said Section 1992.43 ft. to the point of beginning.
The above described parcel contains 48.8549.

QUIT CLAIM DEED

Document Number

This Deed, made between Cliffs Mining Company, a
Delaware corporation

Grantor,
and Water Street Holdings, L.L.C., a Wisconsin limited liability
company

Grantee.
Grantor quit claims to Grantee the following described real estate in
Milwaukee County, State of Wisconsin: (if more space
is needed, please attach addendum): See attached Exhibits A and B

Together with all appurtenant rights, title and interests. The Grantor
is conveying the Property on an "As-is, Where-is" basis,
together with all faults, with no representations or warranties of
any kind, express or implied, either oral or written, made by Grantor or
any agent of Grantor.

Recording Area

Name and Return Address
Thomas S. Short
Water Street Holdings, L.L.C.
304 East Florida Street
Milwaukee, WI 53204

430-9997-100-3; 463-9995-200-X

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

Dated this 24th day of January, 2003.

Cliffs Mining Company

* By: James A. Trethewey
James A. Trethewey,

*

AUTHENTICATION

Signature(s) James A. Trethewey

authenticated this 24th day of January, 2003

Dennis L. Fisher
* Dennis L. Fisher, State Bar No. 1013960

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Dennis L. Fisher

(Signatures may be authenticated or acknowledged. Both are
not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ County.)

Personally came before me this _____ day of
_____, the above named

to me known to be the person _____ who executed
the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:
_____, _____.)

*Names of persons signing in any capacity must be typed or printed below their signature.

QUIT CLAIM DEED

STATE BAR OF WISCONSIN

FORM No. 3-2000

Phone:

Fax:

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805

Exhibit A

That part of Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 17 in the Partition of that part of the NW ¼ of Section 4, lying West of the quarter section line and that part of Lots 1 and 2 in Subdivision of the West ½ of the SW ¼ of said Section 4, T 6 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Section 4; thence North 89° 56' 29" East along the North line of the NW ¼ of Section 4 aforesaid 116.01 ft. to a point; thence South 00° 46' 58" West 16.00 ft. to a point in the South line of East Greenfield Avenue being the point of beginning of the land about to be described; thence North 89° 56' 29" East along the South line of East Greenfield Avenue 180.93 ft. to a point on the Westerly line of the Chicago and North Western Transportation Company right-of-way; thence Southeasterly along said right-of-way line 776.10 ft., being the arc of a curve whose center lies to the Northeast whose radius is 2669.09 ft. and whose chord bears South 30° 46' 32" East 773.37 ft. to a point; thence South 39° 06' 20" East along said right-of-way line 661.68 ft. to a point on the Westerly dock line of the Kinnickinnic River; thence South 20° 59' 55" West along said dock line 733.69 ft. to a point; thence South 16° 11' 31" West along said dock line 296.93 ft. to a point; thence South 20° 45' 27" West along said dock line 354.07 ft. to a point on the South line of the NW ¼ of said Section, said point being 672.66 ft. South 89° 47' 45" East of the Southwest corner of the NW ¼ of said Section; thence South 17° 29' 34" West along said dock line 343.01 ft. to a point; thence South 60° 49' 25" West along said dock line 42.79 ft. to a point on the North line of the South 50.00 ft. of Lot 1 in said Subdivision of the West ½ of the SW ¼ of Section 4; thence South 89° 47' 45" East along the North line of the South 50.00 ft. of Lot 1 aforesaid 30.75 ft. to a point on the old established dock line of the Kinnickinnic River; thence South 17° 29' 34" West along said old dock line 6.00 ft. to a point; thence South 55° 44' 25" West along said old dock line 427.24 ft. to a point; thence North 21° 28' 30" West along a line which is 44.00 ft. Northeasterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 57.58 ft. to a point on the dock line of the Kinnickinnic River; thence South 60° 49' 25" West along said dock line 44.40 ft. to a point on the Northeasterly line of South Kinnickinnic Avenue; thence North 21° 28' 30" West along the Northeasterly line of South Kinnickinnic Avenue 232.20 ft. to a point on the North line of the South 50.00 ft. of said Lot 1; thence South 89° 47' 45" East along the North line of the South 50.00 ft. of Lot 1 aforesaid 47.35 ft. to a point; thence North 21° 28' 30" West along a line which is 44.00 ft. Northeasterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 199.62 ft. to a point which is 40.00 ft. East of the West line of the SW ¼ of said Section; thence North 00° 53' 55" East and parallel to the West line of the SW ¼ of said Section 163.01 ft. to a point, said point being 40.00 ft. South 89° 47' 45" East of the Southwest corner of the NW ¼ of said Section; thence North 00° 46' 58" East on a line which is 40.00 ft. East of and parallel to the West line of the NW ¼ of said Section 333.35 ft. to the Southwest corner of said Lot 14; thence South 89° 47' 45" East along the North line of Lot 12 aforesaid 50.00 ft. to a point; thence North 00° 46' 58" East along the West line of Lot 17 aforesaid 151.42 ft. to the Northwest corner of said Lot 17; thence South 89° 47' 45" East along the South line of Lot 7 aforesaid 26.00 ft. to a point; thence North 00° 46' 58" East along a line which is 116.00 ft. East of and parallel to the West line of the NW ¼ of said Section 1992.43 ft. to the point of beginning and all that land in the NW ¼ of Section 4 T 6 N, R 22 E lying between the Easterly line of the above-described property and the center line of the Kinnickinnic River.

Exhibit B

The following described parcel is situated in the County of Milwaukee and the State of Wisconsin, to wit:

That part of the Southwest 1/4 of Section 33, Township 7 North, Range 22 East and the Southeast 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the South section corner between Sections 32 and 33 aforesaid; running thence North $00^{\circ} 16' 36''$ East along the Section line between Sections 32 and 33 aforesaid 388.00 ft. to a point, said point lying in the center line extended East of East Madison Street; thence South $89^{\circ} 56' 29''$ West along the center line extended East of East Madison Street 49.70 ft. to a point, then North $03^{\circ} 31' 36''$ East and parallel to the East line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way 310.00 ft., more or less, to a point in the Westerly line of the Chicago and Northwestern Railroad Company right of way, said point being 125.2 ft. Westerly, as measured radially from the Easterly line of the Chicago and Northwestern Railroad Company right of way; thence Southerly along the Westerly line of the Chicago and Northwestern Railroad Company right of way 503.64 ft. on the arc of a curve whose center lies to the East, whose radius is 2694.29 ft. and whose chord bears South $11^{\circ} 52' 26''$ East 602.90 ft. to a point, said point being 155.15 ft. North of the North line of East Greenfield Avenue; thence North $89^{\circ} 56' 29''$ East and parallel to the North line of East Greenfield Avenue 26.39 ft. to a point on the Westerly line of the Chicago and Northwestern Railroad Company right of way, said point being 100.00 ft. westerly as measured radially, from the Easterly line of the Chicago and Northwestern Railroad Company right of way; thence Southerly along the Westerly line of the Chicago and Northwestern Railroad Company right of way 217.91 ft. on the arc of a curve whose center lies to the East, whose radius is 2669.09 ft. and whose chord bears South $19^{\circ} 44' 06''$ East 217.85 ft. to a point in the South line of said Section 33; thence South $89^{\circ} 56' 29''$ West along the South line of Section 33 aforesaid 174.67 ft. to the point of commencement; excepting therefrom the South 50.00 ft. as taken for East Greenfield Avenue.

BILL OF SALE

Cliffs Mining Company, a Delaware corporation ("Seller"), hereby sells, assigns, transfers and conveys to Water Street Holdings, L.L.C., a Wisconsin limited liability company ("Buyer"), for good and valuable consideration, the receipt of which is hereby acknowledged, all of Seller's interest in the personal property, if any, located at 302 and 311 East Greenfield Avenue, City of Milwaukee, Wisconsin.

Seller makes no warranties or representations whatsoever with respect to the personal property being sold and transferred by this Bill of Sale. Seller is selling the aforesaid property "AS IS," and makes NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.

The sale and transfer of the above-described personal property from Seller to Buyer pursuant to this Bill of Sale is without recourse and unconditional.

Dated this 24th day of January, 2003.

SELLER

Cliffs Mining Company

By: James R. Trethewey
James R. Trethewey
Its: Dr. V.P.

BUYER

Water Street Holdings, L.L.C.

By: Thomas S. Short
Thomas S. Short
Its: Manager

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (the "Assignment") is made and entered into this 24th day of January, 2003, by and between Cliffs Mining Company, a Delaware corporation ("Assignor"), and Water Street Holdings, L.L.C., a Wisconsin limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to that certain Lease/Purchase Agreement dated June 27, 1983 by and between Pickands Mather & Co. (n/k/a Cliffs Mining Company) and Wisconsin Wrecking Company ("Wisconsin Wrecking") and an Agreement for demolition services dated June 27, 1983 by and between Pickands Mather & Co. (n/k/a Cliffs Mining Company) and Wisconsin Wrecking, and all amendments to these foregoing two agreements (collectively the "Contracts"), copies of which are attached hereto as Exhibit X and incorporated herein by reference; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest under the Contracts, and Assignee desires to accept such assignment and assume all of Assignor's obligations under the Contracts,

NOW, THEREFORE, in consideration of the Purchase Agreement entered into contemporaneously herewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

1. Assignor does hereby grant, convey, assign, transfer, and set over unto Assignee, its successors and assigns, all of its right, title, and interest in and to the Contracts.
2. Assignee hereby accepts the foregoing assignment and transfer and agrees to faithfully perform all covenants, stipulations, agreements, and obligations of the Assignor under the Contracts accruing on or after the date of this Assignment.
3. Assignee hereby agrees to indemnify and save Assignor harmless from and against any and all claims, obligations, liabilities, costs, damages, taxes, expenses, and other matters relating to Assignor's obligations under the contracts that accrue, pertain to, or arise out of the Contracts from and after the date of this Assignment.

TO HAVE AND TO HOLD the same unto the Assignee, its successors, and assigns forever, from and after the 24th day of January 2003.

ASSIGNOR

Cliffs Mining Company

By: James A. Trethewey
Its: Dr. V. P.

ASSIGNEE

Water Street Holdings, L.L.C.

By: Thomas S. Short
Its: Manager

SC 1803
RJN
6/23/83

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, with principal payments applied to purchase as hereinafter set forth, is made and executed on June 27, 1983, by and between PICKANDS MATHER & CO., Lessor/Seller, hereinafter referred to as "Owner", and WISCONSIN WRECKING COMPANY, Lessee/Purchaser, hereinafter referred to as "Wisconsin".

WHEREAS, Owner desires to lease/sell and Wisconsin desires to lease/purchase those certain premises in Milwaukee, Wisconsin as more completely described and pursuant to the terms and conditions all as herein contained.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereinafter set forth, the parties mutually covenant and agree as follows:

W I T N E S S E T H

1. Owner hereby leases/sells to Wisconsin and Wisconsin leases/purchases from Owner, for the purpose of conducting thereon the businesses permitted by Section 6 and for no other purpose during the term hereof, those certain premises, all in their present condition, with appurtenances, situated in the City of Milwaukee, Wisconsin, known as the Milwaukee Solvay Coke Co.

EXHIBIT

X

0175
177742
(A)

Division of Pickands Mather & Co. property, lying south of Greenfield Avenue, containing approximately 47 acres, more or less, all as outlined on the plat attached hereto and made a part hereof. As used herein, the term "premises" refers to the real property described and to any improvements located thereon from time to time during the term hereof. Wisconsin acknowledges that it is familiar with the condition of the premises and accepts the premises in their present state, and further acknowledges that Owner has no obligation to make any repairs or improvements to the premises or any structures or facilities thereon, except as provided in Section 17 hereof. Owner does not warrant that the premises are suitable for the purposes for which the Wisconsin intends to use them.

A title commitment for the premises, to be issued by a title company licensed in the State of Wisconsin in an amount of \$850,000, insuring Wisconsin's interest in the premises, will be delivered to Wisconsin no later than two (2) calendar weeks following execution of this Lease/Purchase Agreement. Wisconsin shall have a period of ten (10) calendar days following receipt of such title commitment to deliver written objections to any alleged substantial defects or encumbrances affecting the title to the premises which may be disclosed by such title policy. Owner shall have thirty (30) calendar days following receipt of such objections to commence the correction of the alleged deficiencies and complete the correction within ninety (90) calendar days to the reasonable satisfaction of Wisconsin. If owner is unable to correct such objections, Wisconsin may terminate this Agreement, without further liability. In the event of such termination, Owner and Wisconsin agree to discuss a renegotiation of the dismantling agreement entered into between the parties as of even date hereof.

Owner agrees that upon conveyance to Wisconsin of title to the premises as provided for herein, the status of the title will be not less than the same condition as finally accepted by Wisconsin, and Owner agrees to provide Wisconsin with an updating of the title policy no less than twenty (20) days prior to the conveyance of the premises.

2. The initial term of the Lease/Purchase Agreement shall be for approximately 15 years commencing July 1, 1983 and ending on March 1, 1998. Wisconsin shall have the option to shorten the term hereof to approximately 12 years, terminating March 1, 1995, by notice to Owner at any time during the term hereof. The schedule of annual payments shall be modified accordingly. As used herein, the expression "term hereof" refers to the initial term or the reduced term, as the case may be.

3. Wisconsin agrees to make payments to Owner during the term hereof, at such times and in such amounts as are set forth in Exhibit A attached hereto and made a part hereof, or as such schedules may be modified as hereinafter set forth. Wisconsin shall have the option to prepay any of the payments, except a final sum of \$50,000.00 due March 1, 1998, or if Wisconsin has determined to complete all payments in twelve (12) years, the payment due March 1, 1995. Any acceleration of payments will result in a recomputation of the amounts of any remaining payments, all in accordance with payment provisions as set forth in Exhibit A. All payments are to be received by Owner on or before the due date at its office at Cleveland, Ohio, Attention: Treasury Department.

4. Owner agrees that upon completion of the annual payments required to be made by Wisconsin, as set forth in Exhibit A, Owner will deliver promptly to Wisconsin a warranty deed for the premises and a quit-claim deed for the riparian rights from the dock face to the center of the Kinnickinnic River. Owner has the right to require the full payment of the purchase price and no right of termination is granted to Wisconsin by this Lease/Purchase Agreement. The parties recognize the right of specific performance to be demanded by Wisconsin. Any taxes assessed upon the transfer of the premises and the riparian rights are to be paid by Owner. Both such deeds will contain a right of first refusal in favor of the grantor to meet any bona fide purchase price for all or part of the premises which grantee may offer for sale. Any such right of first refusal covering all or part of the dock face shall also include the riparian rights to the center of the Kinnickinnic River. The right of first refusal shall expire five (5) years from the date of the deeds of conveyance to Wisconsin from Owner and such right shall run with the land. Owner is to advise Wisconsin, pursuant to Section 19, within thirty (30) calendar days of receipt of the notice of a bona fide offer of Owner's exercise or decline to exercise its right right of first refusal.

5. Simultaneously with the execution of this Lease/Purchase Agreement, Owner and Wisconsin shall execute an Agreement in the form attached hereto as Exhibit B providing for the dismantling by Wisconsin of the structures on the premises (with certain exceptions), and on the parcel of land north of Greenfield Avenue, and the cleaning up of the premises, among other things, all as set forth therein.

6. Wisconsin agrees that the uses to be made of the premises shall be limited to crushing of materials, salvaging, incinerating and concrete and/or asphalt batch plants. No other businesses may be conducted on the premises or use thereof made without the prior written approval of Owner, which approval shall not be unreasonably withheld.

7. Wisconsin shall have the right to make improvements to the premises and install machinery or equipment thereon consistent with the limitations contained in Section 6 above. All such improvements and machinery or equipment, whether affixed to the premises or not, shall be deemed to be personal property of Wisconsin and may be removed at any time by Wisconsin.

8. Wisconsin agrees to maintain the premises in a neat and orderly condition and agrees in connection with its operations to comply with all local, state and federal laws, ordinances and regulations. In the event Wisconsin's operations as permitted by Section 6 require any variance in local ordinances, codes or regulations, Owner agrees to cooperate with Wisconsin to secure the requested variance.

9. Wisconsin agrees that it will not assign or transfer this Lease/Purchase Agreement or sublet any portion of the premises without the prior written consent of Owner, and the making of any such assignment, transfer or sublease with Owner's consent shall not release Wisconsin from its obligations hereunder. Owner shall not unreasonably withhold its consent to a sublease of any portion of the premises. Any such assignment, transfer or sublease without such consent shall be void, and shall, at the option of Owner, terminate this Lease/Purchase Agreement.

10. Wisconsin shall pay all ad valorem taxes assessed upon the land and structures during the terms of this Lease/Purchase Agreement, commencing with one-half of the taxes for the year 1983, payable in the year 1984. Owner shall make periodic tax payments in 1984 for its one-half share of the 1983 taxes and Wisconsin shall be responsible for making the balance of the payments due the county treasurer for the remaining one-half of the 1983 taxes. In the event this Lease/Purchase Agreement terminates prior to Wisconsin receiving a deed to the premises by reason of a default on the part of Wisconsin, Wisconsin shall pay to Owner a proration of the taxes to the date of termination.

11. As further consideration for this Lease/Purchase Agreement, Wisconsin agrees to furnish personnel and equipment during normal business hours and weather permitting to clean up, mix and load out the coal and coke stockpiled on the premises on the date hereof and any tar presently in tanks or otherwise, as requested by Owner, pursuant to the terms of Exhibit B. Owner shall give Wisconsin reasonable advance notice of Owner's requirements in order to assist Wisconsin in its scheduling of personnel and equipment. Owner shall pay for electric power used for the operation of the portable screening plant. Such loading out of the above materials is to be completed by June 30, 1985 or such other mutually acceptable time if Owner is delayed by unforeseen circumstances.

12. Wisconsin shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any opera-

tions of Wisconsin, any alteration, improvements, or repairs or additions which Wisconsin may make or permit or cause to be made, or any work or construction, by, for, or permitted by Wisconsin on or about the premises, or any obligations of any kind incurred by Wisconsin, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to defend and indemnify Owner against all such liens and claims of liens and suits or other proceedings pertaining thereto.

If Wisconsin desires to contest any such lien, it shall notify Owner of its intention to do so within twenty (20) calendar days after the filing of such lien. In such case, and provided that Wisconsin shall on demand protect Owner by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Wisconsin shall not be in default hereunder until twenty (20) calendar days after the final determination of the validity thereof, within which time Wisconsin shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgement rendered thereon, and such delay shall be a default of Wisconsin hereunder. In the event of any such contest, Wisconsin shall protect and indemnify Owner against all loss, expense, and damage resulting therefrom.

13. Owner shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Wisconsin or by any person whosoever may at any time be using or occupying or visiting the premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Wisconsin or of any occupant,

subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Wisconsin shall indemnify and defend Owner against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Wisconsin hereby waives all claims against Owner for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Wisconsin in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. All of the preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Owner, its agents, or employees. Wisconsin hereby waives any constitutional or statutory immunities.

14. Wisconsin has agreed to secure and maintain insurance coverages during the dismantling work to be performed on the premises, as set forth in Exhibit B.

Upon completion of the dismantling, Wisconsin agrees to secure and keep in effect during the balance of the term of this Lease/Purchase Agreement, without any break in insurance coverages, the following insurance:

- Worker's Compensation - Standard Limits
 - Employer's Liability Limits of at least \$100,000 each accident
- Comprehensive General Liability (including contractual liability and contractor's protective liability)
 - Bodily Injury - Limits of at least \$500,000 each occurrence
 - \$1,000,000 aggregate

- Property Damage - Limits of at least \$500,000 each occurrence
 - \$500,000 aggregate
- Automobile Liability
 - Bodily Injury - \$500,000 each person
 - \$1,000,000 each accident
 - Property Damage - \$500,000 each accident

Any policy deductibles and/or self-insurance retentions are for the account of Wisconsin.

All policies of insurance shall provide for at least 60 days prior written notice of cancellation. The General Liability and Automobile Liability policies will name Owner as an additional insured, as its interest may appear.

Wisconsin shall furnish to Owner evidence of insurance as required hereunder, placed with companies acceptable to Owner.

15. Wisconsin shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term hereof, and all costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and Owner shall have no responsibility of any kind for utility costs, except for the payment of electric power for operation of the screening facility during the period it is used for the Owner's screening of its coal and coke from the premises and for Owner's separate telephone service for its own use in the main office building. Security for the premises shall be the responsibility of Wisconsin.

16. If Wisconsin shall fail to keep any of the conditions herein expressed to be performed or observed by Wisconsin, and if either such failure shall continue for sixty (60) days after the receipt by Wisconsin, of written notice from Owner specifying any such failure, which will be deemed to constitute a breach of this Lease/Purchase Agreement by Wisconsin, Owner may, at its election, without notice of entry or other action, terminate this Lease/Purchase Agreement and any and all rights of Wisconsin hereunder and any and all persons claiming under Wisconsin.

17. Owner shall have the obligation to enter the premises and remedy or have remedied by others any complaints against the premises which may be brought by any complainants resulting from previous uses made of the premises by Owner or its predecessors. Owner agrees to perform any such remedial work in a manner which minimizes interference with the use of the premises by Wisconsin. In the event remedial work is required on an area of the premises used by Wisconsin (or others), the parties shall agree upon an adjustment in the payments due Owner hereunder in order to compensate Wisconsin for such loss of use. Wisconsin shall be liable for any complaints against the premises or any part thereof resulting from Wisconsin's use thereof, which liability shall survive the transfer of title to the premises to Wisconsin under this Lease/Purchase Agreement or the earlier termination thereof by reason of default on the part of Wisconsin.

18. Owner retains the right to select, with Wisconsin's concurrence, and to use two offices in the main office building, and to use the truck scale and scale house and have the right of ingress and egress for itself and others to the coal and coke stockpile areas and tar storage areas for a period of two

(2) years from the date of this Lease/Purchase Agreement or for such longer period as may be agreed upon between the parties in order to permit the orderly removal of Owner's existing inventories from the premises. During such period, Wisconsin agrees to provide heat, light, water and janitorial services to the rooms occupied by Owner, and Owner shall have free use of the office furniture and equipment presently located in the two rooms, together with free use of the truck scale. Owner shall have the right of re-entry upon the premises to ascertain the progress of the demolition of the buildings and other facilities and monitor the cleanup of the premises.

19. All notices, demands, or other writings in this Lease/Purchase Agreement provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made by personal delivery or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Owner: PICKANDS MATHER & CO.
Attention: Secretary
1100 Superior Avenue
Cleveland, Ohio 44114

To Wisconsin: WISCONSIN WRECKING COMPANY
8233 South 100th Street
Franklin, Wisconsin 53132

The address to which any notice, demand, or other writing may be given or made or sent to either party as above provided may be changed by written notice given by such party as above provided.

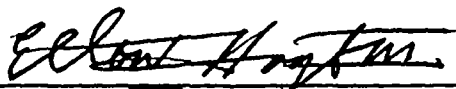
20. The waiver by Owner of, or the failure of Owner to take action with respect to any breach of any term, covenant or condition herein contained

shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition therein contained. The subsequent acceptance of any payment hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Wisconsin of any term, covenant, or condition of this Lease/Purchase Agreement, other than the failure of Wisconsin to pay the particular payment so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such payment.

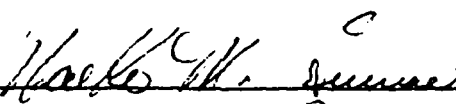
21. Owner agrees to convey to Wisconsin by separate agreement emission control credits which Owner may receive from the Wisconsin Department of Natural Resources, to the extent such emission control credits are transferable.

IN WITNESS WHEREOF, the parties have executed this Lease/Purchase Agreement on the day and year above written.

PICKANDS MATHER & CO.

By 
~~XXXX~~ President

WISCONSIN WRECKING COMPANY

By 
Partner

RH

EXHIBIT A
LEASE/PURCHASE PAYMENT SCHEDULE

Total consideration - \$850,000.00.

Initial payment of a minimum of \$150,000.00 due March 1, 1984.

Interest on the unpaid balance remaining after the initial payment, computed at the annual rate of 10%, to commence March 1, 1984.

Wisconsin may make accelerated payments of principal, up to a remaining balance of \$50,000.00, which balance may not be paid prior to the date the final payment is to be made pursuant to the payment schedule selected by Wisconsin.

All annual payments subsequent to March 1, 1984, covering principal and interest (or interest alone, if the principal is prepaid up to the \$50,000 minimum remaining balance) are due March 1 of each year during the term of this lease.

(1) Fifteen Year Schedule:

<u>Year</u>	<u>Principal Repayment</u>	<u>Interest</u>	<u>Ending Principal Outstanding</u>	<u>Total Repayment</u>
1985	\$25,022.36	\$70,000.00	\$674,977.64	\$ 95,022.36
1986	27,524.60	67,497.76	647,453.04	95,022.36
1987	30,277.06	64,745.30	617,175.98	95,022.36
1988	33,304.76	61,717.60	583,871.22	95,022.36
1989	36,635.24	58,387.12	547,235.98	95,022.36
1990	40,298.76	54,723.60	506,937.22	95,022.36
1991	44,328.64	50,693.72	462,608.58	95,022.36
1992	48,761.50	46,260.86	413,847.08	95,022.36
1993	53,637.65	41,384.71	360,209.43	95,022.36
1994	59,001.42	36,020.94	301,208.01	95,022.36
1995	64,901.56	30,120.80	236,306.45	95,022.36
1996	71,391.71	23,630.65	164,914.74	95,022.36
1997	78,530.89	16,491.47	86,383.85	95,022.36
1998	86,383.85	8,638.51	0.00	95,022.36
Total interest \$630,313.04				

(2) Twelve Year Schedule:

1985	\$37,774.20	\$70,000.00	\$662,225.80	\$107,774.20
1986	41,551.62	66,222.58	620,674.18	107,774.20
1987	45,706.78	62,067.42	574,967.40	107,774.20
1988	50,277.46	57,496.74	524,689.94	107,774.20
1989	55,305.21	52,468.99	469,384.73	107,774.20
1990	60,835.73	46,938.47	408,549.00	107,774.20
1991	66,919.30	40,854.90	341,629.70	107,774.20
1992	73,611.23	34,162.97	268,018.47	107,774.20
1993	80,972.35	26,801.85	187,046.12	107,774.20
1994	89,069.59	18,704.61	97,976.53	107,774.20
1995	97,976.53	9,797.67	0.00	107,774.20
Total interest \$485,516.20				

EXHIBIT B

THIS AGREEMENT, made and entered into this _____ day of _____, 1983, by and between PICKANDS MATHER & CO. (hereinafter referred to as "Owner"), and WISCONSIN WRECKING COMPANY (hereinafter referred to as "Wisconsin").

W I T N E S S E T H:

Owner desires to retain the services of Wisconsin for the dismantling and disposition of buildings, structures, equipment and materials at Owner's Milwaukee Solvay Coke Company Division Coke Plant located in Milwaukee, Wisconsin and Wisconsin agrees to perform such services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, Owner and Wisconsin agree as follows:

1. Owner will provide to Wisconsin a Bill of Sale covering all of the buildings, structures, equipment and other personal property located on the premises of Owner's Milwaukee Solvay Coke Company Division Coke Plant in Milwaukee, Wisconsin, except the rod mill and related equipment, spares and rods, as more fully set forth in Exhibit A, which are retained by Owner. All of such buildings, structures, equipment and materials are sold on an AS IS, WHERE IS basis, for a consideration recited in the Bill of Sale of \$30,000.00 for the personal property. As part of the consideration for the Bill of Sale, Wisconsin hereby waives any and all amounts due from Owner for dismantling and cleanup work performed on the Milwaukee Coke premises to date and agrees to dismantle so much of the buildings and structures as the parties may agree and

clean up the premises to the reasonable satisfaction of Owner, as hereinafter set forth.

2. Wisconsin is to remove, at its discretion, all of the mobile equipment, machinery, tools, office equipment, stores and spares, tanks, pipes, poles, rails, railroad cars, locomotives, chattels and personal property, except the rod mill and related equipment listed on Exhibit A, and completely remove or dismantle buildings, structures, tanks, stacks, etc., leaving the premises level and clean with all debris removed, except that the main office building, office and chemical lab, storeroom and machine shop, portions of the by-products building, coke screening facilities, scale, scale house and main smoke stack and related structures, which are to be left intact, unless the parties agree otherwise. The dismantling of buildings and structures and cleanup of premises include those structures on the north side of Greenfield Avenue.

Anchor bolts on all machinery foundations or structures must be burned off level to the foundations.

The Work will include the dismantling of all structures to ground level or to existing foundations and the filling in of all basements, excavations, tunnels, etc. to grade level, with drainage maintained for the premises.

The 500,000-gallon tank which contains tar shall be left intact and ownership of the contents shall remain with the Owner. Owner

shall have two years from the date hereof or such additional period as the parties shall decide to dispose of the contents.

The west concrete wall and fencing thereon bordering the C.M. St. P. & P. Railway right-of-way are not to be disturbed, except the steam pipeline presently hung on the wall fence is to be removed, together with certain steel support columns using the wall as a base.

If Wisconsin shall encounter any unforeseen and/or unknown quantity of material involved in the dismantling which is determined to be "hazardous", other than asbestos, the Owner and Wisconsin shall determine the proper method of disposal and if added costs are incurred as a result, Wisconsin shall be compensated in whatever amount is mutually agreed upon between the parties. The Owner shall assume the responsibility for all contact with governmental agencies and any permit fees which shall be required, except for obtaining permits which may be required pursuant to Section 13.

3. Wisconsin agrees that the dismantling and cleanup work will be completed to Owner's reasonable satisfaction on or before March 1, 1984. Owner shall have the right to monitor the work of Wisconsin and Wisconsin agrees to comply with the reasonable requests of Owner. The coke screening facilities, scale and scale house are to be used by Wisconsin in the loading out of the coal, coke breeze, tar and any combinations thereof for the

account of Owner.

4. Wisconsin agrees to retain intact the necessary facilities for and to handle all coal, coke breeze, tar and other materials or combinations thereof, as Owner shall request, at a cost of \$30,000.00 to Owner. The removal of such materials is to be started July 1, 1983 and is anticipated to be completed on or before June 30, 1985. In the event of unforeseen circumstances which prevent completion of removal within the two (2) year period, the parties will make mutually acceptable alternate arrangements; provided, however, that the location of the materials shall not interfere with Wisconsin's use of the premises. Electric power to operate the screening facility will be provided for and paid directly by Owner.
5. Clean fill material, as approved by Owner, generated by Wisconsin's work, may be used as clean fill for the former coal stockpile area. All debris not used for fill material or ramps to Wisconsin's proposed crusher installation on the premises must be removed from the premises to disposal areas selected by Wisconsin. Wisconsin agrees to cover portions of the storage area of the premises with crushed concrete, to vary in depth from one foot to two feet, depending upon the use to be made of the premises. This concrete base is to be started on or before March 1, 1984, and completed no later than January 1, 1989. The requirement for placing crushed concrete shall survive the termination

of the requirement for dismantling structures and cleanup of the premises.

6. Wisconsin acknowledges it has made a reasonably careful examination and investigation of the premises and is aware of the conditions of the site, the location of available disposal areas, the condition of adjoining properties, roads and structures, the character of the work and the conditions and circumstances under which the work must be performed and the location and condition of all personal property.
7. Owner believes, to the best of its knowledge, that all liquid storage tanks have been drained of their contents, except as recited in Section 2, but does not guarantee this status. Any materials remaining in tanks, lines or other equipment, are to be removed prior to disassembly or dismantling, and any spills of materials are to be cleaned up at Wisconsin's cost, in accordance with local, state and federal EPA laws or directives. In any such cleanup of spills, Wisconsin may use coke breeze presently on the premises, with Owner's prior approval. Coal tar remaining in lines or tanks may be placed in the 500,000-gallon tank, if the mix of materials is suitable and no contaminants are thereby added to the tank.
8. Wisconsin shall be an independent contractor and not an agent or representative of the Owner with respect to any of the work being performed on the Owner's premises.

9. Wisconsin hereby agrees to indemnify and save harmless the Owner from and against all loss or liability for or on account of any injury, death or damages received or sustained by any person or persons, and for damages to property by reason of any act or neglect on the part of Wisconsin, its agents, employees or subcontractors or by reason of the condition of the premises and/or the facilities thereon. Wisconsin shall likewise be solely responsible for, and shall indemnify and hold harmless the Owner against and from, any and all loss or liability in respect of injuries to or death of any employee of Wisconsin or any of its subcontractors, arising out of the work contemplated hereunder, or while in, on or near the site thereof, or in, on or near the premises of the Owner, however such injuries or death may be caused, or the condition of the premises or otherwise. Wisconsin hereby waives any constitutional or statutory immunities.
10. Prior to performing any work on the Owner's premises, Wisconsin will secure the following insurance:
 - Worker's Compensation - Standard Limits
 - Employers Liability Limits of at least \$100,000 each accident
 - Comprehensive General Liability (including contractual liability and contractor's protective liability)
 - Bodily Injury - Limits of at least \$500,000 each occurrence
 - \$1,000,000 aggregate
 - Property Damage - \$500,000 each occurrence
 - \$500,000 aggregate

- Automobile Liability

Bodily Injury - \$500,000 each person

- \$1,000,000 each accident

Property Damage - \$500,000 each accident

Wisconsin will be responsible for insuring its own tools and equipment (including physical damage under the automobile policy).

Any policy deductibles and/or self-insurance retentions are for the account of Wisconsin.

The Owner will be named as an additional named insured as its interest may appear under the Comprehensive General Liability Insurance Policy and the Automobile Liability Policy.

All policies of insurance will provide for at least 30 days notice of cancellation.

Wisconsin will furnish evidence of insurance, placed with companies acceptable to Owner, as outlined above prior to commencement of the Work.

11. Wisconsin is to furnish all air, water, electrical power and other utilities needed, except as provided in Section 4, and is to provide its own security for the entire premises commencing July 1, 1983.
12. Wisconsin will not subcontract or assign any part of the work without the prior written approval of the Owner. Such approval

shall not be unreasonably withheld. Any subcontractor or assignee is to be bound by the provisions of this Agreement.

13. Wisconsin will be obligated to secure any and all permits for dismantling, removal, transportation and disposal of any materials or substances encountered in the clearing of the premises, except as provided in Section 2.
14. Wisconsin is to pay any local or state sales or use taxes imposed upon the transfer of ownership of materials and equipment from Owner to Wisconsin.
15. Coal, coke and coke breeze and other commercial materials stockpiled or stored on the premises are hereby excluded from this Agreement and the referred-to bill of sale, and are to remain the property of Owner and Owner retains the rights to remove all of such materials.
16. Owner and Wisconsin are entering into a Lease/Purchase Agreement of the premises lying south of Greenfield Avenue effective July 1, 1983. Such Lease/Purchase Agreement and this Agreement are complementary and the validity of each is dependent upon the execution of both this Agreement and the Lease/Purchase Agreement.

-9-

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as of the date hereinbefore stated.

PICKANDS MATHER & CO.

By _____

WISCONSIN WRECKING COMPANY

By _____

COPY 5-1014

1983-200
MEMORANDUM OF LEASE/PURCHASE AGREEMENT

THIS MEMORANDUM OF LEASE/PURCHASE AGREEMENT, made and entered into as of the 27th day of June, 1983, by and between PICKANDS MATHER & CO., a Delaware corporation, hereinafter referred to as "Owner", and WISCONSIN WRECKING COMPANY, a Wisconsin general partnership, hereinafter referred to as "Wisconsin".

5686638

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 11:40 AM M

WITNESSETH:

JAN 18 1984 1014 70
REEL 1675 IMAGE 1018 Incl.

Walter B. Buehl REGISTER
OF DEEDS

WHEREAS, by separate instrument of June 27, 1983, Owner and Wisconsin entered into a Lease/Purchase Agreement under the terms of which Owner has leased/sold to Wisconsin certain premises in the City of Milwaukee, Wisconsin, for the purpose of conducting certain business thereon; and

WHEREAS, the parties desire to give notice of the Lease/Purchase Agreement by this Memorandum.

DOC # 5686638 i
RECORD 12.70

NOW, THEREFORE, FURTHER WITNESSETH:

1. Owner hereby leases/sells to Wisconsin for the purpose of conducting certain businesses thereon that certain parcel of land situated in the City of Milwaukee, Wisconsin, known as The Milwaukee Solvay Coke Co. Division of Pickands Mather & Co. property, lying south of Greenfield Avenue, containing approximately forty-seven (47) acres, more or less, and being more particularly described on the attached Exhibit A, which is made a part hereof, sometimes herein referred to as "the premises", all upon the terms and conditions and subject to the limitations set forth in the Lease/Purchase Agreement.

2. The Lease/Purchase Agreement shall be effective for a term beginning July 1, 1983 and ending March 1, 1998 or March 1, 1995, as Wisconsin shall determine.

3. Owner, in consideration of the covenants and agreements of Wisconsin contained in the Lease/Purchase Agreement, agrees that upon the prompt and full performance by Wisconsin, to convey the premises to Wisconsin by good and sufficient Warranty Deed, subject to all easements, conditions and restrictions of record, and unpaid installments of special assessments, if any, and to convey by Quit Claim Deed the riparian rights from the dock face on the premises to the center of the Kinnickinnic River.

IN TESTIMONY WHEREOF, Owner has caused these presents to be executed in its corporate name by its duly authorized officers and Wisconsin has caused these presents to be executed by one of its general partners as of the day and year first above written.

SIGNED AND SEALED in the presence of:

Kathleen M. Konya
KATHLEEN M. KONYA

Kathleen M. Schupp
KATHLEEN M. SCHUPP

Susan M. Radoschke
SUSAN M. RADOSCHKE

John F. Huyer
JOHN F. HUYER

PICKANDS MATHER & CO.

By R. McInnes
R. McInnes, President

Attest R.J. Morwick
R.J. MORWICK, Assistant Secretary

WISCONSIN WRECKING COMPANY

By Marko M. Gerovac
A General Partner
MARKO M. GEROVAC

FILE 1605 MAR 1986


STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 21st day of September, 1983, by R. McInnes and R. J. Norwick, the President and Assistant Secretary, respectively, of PICKANDS MATHER & CO., a corporation under the laws of Delaware, on behalf of the corporation.

HELEN M. STEVENSON
Notary Public - State of Ohio - Lake Cty.
My Commission Expires Sept. 14, 1985.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 14th day of October, 1983, by MARVO M. GEROVAC, a General Partner of WISCONSIN WRECKING COMPANY, a Wisconsin general partnership, on behalf of the partnership.


Notary Public
CHARLES F. MAGYERA

My commission expires IS PERMANENT.

The foregoing instrument was prepared by:

R. J. Norwick
Attorney-at-Law - Pickands Mather & Co.
1100 Superior Avenue
Cleveland, Ohio 44114

Turn to 10.

1605 1017

EXHIBIT A

Partition of NW 1/4 Section 4
Town 6 N. R. 22
37-200

MILWAUKEE SOLVAY COKE SITE
COMPOSITE DESCRIPTION

100
102
That part of Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 17 in the Partition of that part of the N W 1/4 of Section 4, lying West of the quarter section line and that part of Lots 1 and 2 in Subdivision of the West 1/2 of the S W 1/4 of said Section (4) T 6 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Section 4;
thence North 89° 56' 29" East along the North line of the N W 1/4 of Section 4 aforesaid 116.01 ft. to a point;
thence South 00° 46' 58" West 16.00 ft. to a point in the South line of East Greenfield Avenue being the point of beginning of the land about to be described;
thence North 89° 56' 29" East along the South line of East Greenfield Avenue 180.93 ft. to a point on the Westerly line of the Chicago and North Western Transportation Company right-of-way;
thence Southeasterly along said right-of-way line 776.10 ft., being the arc of a curve whose center lies to the Northeast whose radius is 2669.09 ft. and whose chord bears South 30° 46' 32" East 773.37 ft. to a point;
thence South 39° 06' 20" East along said right-of-way line 661.68 ft. to a point on the Westerly dock line of the Kinnickinnic River;
thence South 20° 59' 55" West along said dock line 733.69 ft. to a point;
thence South 16° 11' 31" West along said dock line 296.93 ft. to a point;
thence South 20° 45' 27" West along said dock line 354.07 ft. to a point on the South line of the N W 1/4 of said Section, said point being 672.66 ft. South 89° 47' 45" East of the Southwest corner of the NW 1/4 of said Section;
thence South 17° 29' 34" West along said dock line 343.01 ft. to a point;
thence South 60° 49' 25" West along said dock line 42.79 ft. to a point on the North line of the South 50.00 ft of Lot 1 in said Subdivision of the West 1/2 of the S W 1/4 of Section 4;
thence South 89° 47' 45" East along the North line of the South 50.00 ft of Lot 1 aforesaid 30.75 ft. to a point on the old established dock line of the Kinnickinnic River;
thence South 17° 29' 34" West along said old dock line 6.00 ft. to a point;
thence South 55° 44' 25" West along said old dock line 427.24 ft. to a point;

Page Two
Milwaukee Solvay Coke Site
Composite Description

thence North 21° 28' 30" West along a line which is 44.00 ft. North-easterly of and parallel to the Northeasterly line of South Kinnick Avenue 57.58 ft. to a point on the dock line of the Kinnickinnic River;
thence South 60° 49' 25" West along said dock line 44.40 ft. to a point on the Northeasterly line of South Kinnickinnic Avenue;
thence North 21° 28' 30" West along the Northeasterly line of South Kinnickinnic Avenue 232.20 ft. to a point on the North line of the South 50.00 ft of said Lot 1;
thence South 89° 47' 45" East along the North line of the South 50.0 ft of Lot 1 aforesaid 47.35 ft. to a point;
thence North 21° 28' 30" West along a line which is 44.00 ft. North-easterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 199.62 ft. to a point which is 40.00 ft. East of the West line of the SW 1/4 of said Section;
thence North 00° 53' 55" East and parallel to the West line of the SW 1/4 of said Section 163.01 ft. to a point, said point being 40.00 ft South 89° 47' 45" East of the Southwest corner of the NW 1/4 of said Section;
thence North 00° 46' 58" East on a line which is 40.00 ft. East of and parallel to the West line of the NW 1/4 of said Section 333.35 ft. to the Southwest corner of said Lot 14;
thence South 89° 47' 45" East along the North line of Lot 12 aforesaid 50.00 ft. to a point;
thence North 00° 46' 58" East along the West line of Lot 17 aforesaid 151.42 ft. to the Northwest corner of said Lot 17;
thence South 89° 47' 45" East along the South line of Lot 7 aforesaid 26.00 ft. to a point;
thence North 00° 46' 58" East along a line which is 116.00 ft. East of and parallel to the West line of the NW 1/4 of said Section 1992.43 ft. to the point of beginning.
The above described parcel contains 48.8549.

[Handwritten signature]

THIS AGREEMENT, made and entered into this 27th day of June, 1983, by and between PICKANDS MATHER & CO. (hereinafter referred to as "Owner"), and WISCONSIN WRECKING COMPANY (hereinafter referred to as "Wisconsin").

W I T N E S S E T H:

Owner desires to retain the services of Wisconsin for the dismantling and disposition of buildings, structures, equipment and materials at Owner's Milwaukee Solvay Coke Company Division Coke Plant located in Milwaukee, Wisconsin and Wisconsin agrees to perform such services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, Owner and Wisconsin agree as follows:

1. Owner will provide to Wisconsin a Bill of Sale covering all of the buildings, structures, equipment and other personal property located on the premises of Owner's Milwaukee Solvay Coke Company Division Coke Plant in Milwaukee, Wisconsin, except the rod mill and related equipment, spares and rods, as more fully set forth in Exhibit A, which are retained by Owner. All of such buildings, structures, equipment and materials are sold on an AS IS, WHERE IS basis, for a consideration recited in the Bill of Sale of \$30,000.00 for the personal property. As part of the consideration for the Bill of Sale, Wisconsin hereby waives any and all amounts due from Owner for dismantling and cleanup work performed on the Milwaukee Coke premises to date and agrees to dismantle so much of the buildings and structures as the parties may agree and

clean up the premises to the reasonable satisfaction of Owner, as hereinafter set forth.

2. Wisconsin is to remove, at its discretion, all of the mobile equipment, machinery, tools, office equipment, stores and spares, tanks, pipes, poles, rails, railroad cars, locomotives, chattels and personal property, except the rod mill and related equipment listed on Exhibit A, and completely remove or dismantle buildings, structures, tanks, stacks, etc., leaving the premises level and clean with all debris removed, except that the main office building, office and chemical lab, storeroom and machine shop, portions of the by-products building, coke screening facilities, scale, scale house and main smoke stack and related structures, which are to be left intact, unless the parties agree otherwise. The dismantling of buildings and structures and cleanup of premises include those structures on the north side of Greenfield Avenue.

Anchor bolts on all machinery foundations or structures must be burned off level to the foundations.

The Work will include the dismantling of all structures to ground level or to existing foundations and the filling in of all basements, excavations, tunnels, etc. to grade level, with drainage maintained for the premises.

The 500,000-gallon tank which contains tar shall be left intact and ownership of the contents shall remain with the Owner. Owner

shall have two years from the date hereof or such additional period as the parties shall decide to dispose of the contents.

The west concrete wall and fencing thereon bordering the C.M. St. P. & P. Railway right-of-way are not to be disturbed, except the steam pipeline presently hung on the wall fence is to be removed, together with certain steel support columns using the wall as a base.

If Wisconsin shall encounter any unforeseen and/or unknown quantity of material involved in the dismantling which is determined to be "hazardous", other than asbestos, the Owner and Wisconsin shall determine the proper method of disposal and if added costs are incurred as a result, Wisconsin shall be compensated in whatever amount is mutually agreed upon between the parties. The Owner shall assume the responsibility for all contact with governmental agencies and any permit fees which shall be required, except for obtaining permits which may be required pursuant to Section 13.

3. Wisconsin agrees that the dismantling and cleanup work will be completed to Owner's reasonable satisfaction on or before March 1, 1984. Owner shall have the right to monitor the work of Wisconsin and Wisconsin agrees to comply with the reasonable requests of Owner. The coke screening facilities, scale and scale house are to be used by Wisconsin in the loading out of the coal, coke breeze, tar and any combinations thereof for the

account of Owner.

4. Wisconsin agrees to retain intact the necessary facilities for and to handle all coal, coke breeze, tar and other materials or combinations thereof, as Owner shall request, at a cost of \$30,000.00 to Owner. The removal of such materials is to be started July 1, 1983 and is anticipated to be completed on or before June 30, 1985. In the event of unforeseen circumstances which prevent completion of removal within the two (2) year period, the parties will make mutually acceptable alternate arrangements; provided, however, that the location of the materials shall not interfere with Wisconsin's use of the premises. Electric power to operate the screening facility will be provided for and paid directly by Owner.
5. Clean fill material, as approved by Owner, generated by Wisconsin's work, may be used as clean fill for the former coal stockpile area. All debris not used for fill material or ramps to Wisconsin's proposed crusher installation on the premises must be removed from the premises to disposal areas selected by Wisconsin. Wisconsin agrees to cover portions of the storage area of the premises with crushed concrete, to vary in depth from one foot to two feet, depending upon the use to be made of the premises. This concrete base is to be started on or before March 1, 1984, and completed no later than January 1, 1989. The requirement for placing crushed concrete shall survive the termination

of the requirement for dismantling structures and cleanup of the premises.

6. Wisconsin acknowledges it has made a reasonably careful examination and investigation of the premises and is aware of the conditions of the site, the location of available disposal areas, the condition of adjoining properties, roads and structures, the character of the work and the conditions and circumstances under which the work must be performed and the location and condition of all personal property.
7. Owner believes, to the best of its knowledge, that all liquid storage tanks have been drained of their contents, except as recited in Section 2, but does not guarantee this status. Any materials remaining in tanks, lines or other equipment, are to be removed prior to disassembly or dismantling, and any spills of materials are to be cleaned up at Wisconsin's cost, in accordance with local, state and federal EPA laws or directives. In any such cleanup of spills, Wisconsin may use coke breeze presently on the premises, with Owner's prior approval. Coal tar remaining in lines or tanks may be placed in the 500,000-gallon tank, if the mix of materials is suitable and no contaminants are thereby added to the tank.
8. Wisconsin shall be an independent contractor and not an agent or representative of the Owner with respect to any of the work being performed on the Owner's premises.

9. Wisconsin hereby agrees to indemnify and save harmless the Owner from and against all loss or liability for or on account of any injury, death or damages received or sustained by any person or persons, and for damages to property by reason of any act or neglect on the part of Wisconsin, its agents, employees or subcontractors or by reason of the condition of the premises and/or the facilities thereon. Wisconsin shall likewise be solely responsible for, and shall indemnify and hold harmless the Owner against and from, any and all loss or liability in respect of injuries to or death of any employee of Wisconsin or any of its subcontractors, arising out of the work contemplated hereunder, or while in, on or near the site thereof, or in, on or near the premises of the Owner, however such injuries or death may be caused, or the condition of the premises or otherwise. Wisconsin hereby waives any constitutional or statutory immunities.
10. Prior to performing any work on the Owner's premises, Wisconsin will secure the following insurance:
- Worker's Compensation - Standard Limits
 - Employers Liability Limits of at least \$100,000 each accident
 - Comprehensive General Liability (including contractual liability and contractor's protective liability)
 - Bodily Injury - Limits of at least \$500,000 each occurrence
 - \$1,000,000 aggregate
 - Property Damage - \$500,000 each occurrence
 - \$500,000 aggregate

- Automobile Liability

Bodily Injury - \$500,000 each person

- \$1,000,000 each accident

Property Damage - \$500,000 each accident

Wisconsin will be responsible for insuring its own tools and equipment (including physical damage under the automobile policy).

Any policy deductibles and/or self-insurance retentions are for the account of Wisconsin.

The Owner will be named as an additional named insured as its interest may appear under the Comprehensive General Liability Insurance Policy and the Automobile Liability Policy.

All policies of insurance will provide for at least 30 days notice of cancellation.

Wisconsin will furnish evidence of insurance, placed with companies acceptable to Owner, as outlined above prior to commencement of the Work.

11. Wisconsin is to furnish all air, water, electrical power and other utilities needed, except as provided in Section 4, and is to provide its own security for the entire premises commencing July 1, 1983.
12. Wisconsin will not subcontract or assign any part of the work without the prior written approval of the Owner. Such approval

shall not be unreasonably withheld. Any subcontractor or assignee is to be bound by the provisions of this Agreement.

13. Wisconsin will be obligated to secure any and all permits for dismantling, removal, transportation and disposal of any materials or substances encountered in the clearing of the premises, except as provided in Section 2.
14. Wisconsin is to pay any local or state sales or use taxes imposed upon the transfer of ownership of materials and equipment from Owner to Wisconsin.
15. Coal, coke and coke breeze and other commercial materials stockpiled or stored on the premises are hereby excluded from this Agreement and the referred-to bill of sale, and are to remain the property of Owner and Owner retains the rights to remove all of such materials.
16. Owner and Wisconsin are entering into a Lease/Purchase Agreement of the premises lying south of Greenfield Avenue effective July 1, 1983. Such Lease/Purchase Agreement and this Agreement are complementary and the validity of each is dependent upon the execution of both this Agreement and the Lease/Purchase Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as of the date hereinbefore stated.

PICKANDS MATHER & CO.

By *Elton H. Mather*
President

RM

WISCONSIN WRECKING COMPANY

By *Mark M. Linn*
Partner

EXHIBIT A

7' x 12' Rod Mill
Falk Gear in Place
Farvall Manual Greaser
Discharge Conveyor
Spare Liners - 4 Discharge & 6 Shell
Grinding Rods 240, 2-15/16" x 11'
Pinion Gear & Ring Gear (Spare Set)
Rod Charging Platform

C L Matson
General Manager
Purchasing and Traffic



Pickands Mather

Pickands Mather & Co.
1100 Superior Avenue
Cleveland OH 44114

July 18, 1983

Mr. Charles P. Magyera
Attorney At Law
Suite 500 - 611 N. Broadway St.
Milwaukee, WI 53202

PM

Dear Chuck:

I would like to direct your attention to a typographical error on the front page of the Milwaukee Solvay Coke Co. Bill of Sale sent to you on July 14, 1983. Under item (10) of the personal property we described the tar and tar products storage tank to be of 55,000 gallon capacity whereas it should read 500,000 gallons.

Please make this correction on your and Wisconsin Wrecking Company's copies of this Bill of Sale.

Sincerely,

C.L. MATSON

cc: J.T. Ansberry
R.J. Norwick ✓
J.E. Rossi

CLM:kh

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT PICKANDS MATHER & CO., a Delaware corporation, pursuant to a Dismantling Agreement dated June 27, 1983, and for Thirty Thousand Dollars (\$30,000.00) and other good and valuable consideration, receipt of which is hereby acknowledge, has granted, sold, transferred and delivered, and by these presents does hereby grant, sell, transfer and deliver unto WISCONSIN WRECKING COMPANY, a Wisconsin general partnership, all of the buildings, coke ovens, coal bridge and all other tangible personal property, of whatsoever nature and description, wherever situated, including the major items of personal property listed upon Exhibit A, attached hereto and made a part hereof, all ON AN AS IS, WHERE IS, basis, owned by Pickands Mather & Co. on the date hereof and located on those certain premises situated in the City of Milwaukee, Wisconsin, known as the Milwaukee Solvay Coke Co. Division of Pickands Mather & Co. property lying South of Greenfield Avenue, except the following described personal property:

1. 7' x 12' Rod Mill
2. Falk Gear in Place
3. Farvall Manual Greaser
4. Discharge Conveyor
5. Spare Liners - 4 Discharge & 6 Shell
6. Grinding Rods 240, 2-15/16" x 11'
7. Pinion Gear & Ring Gear (Spare Set)
8. Rod Charging Platform
9. All coal and coke breeze stockpiled on the premises.
10. Coal tar and tar products contained in the ~~55~~⁵⁵,000-gallon storage tank and any other tanks, vessels or otherwise, on the property.

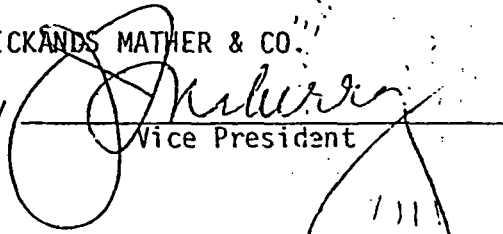
TO HAVE AND TO HOLD, all and singular the above-described goods and chattels to Wisconsin Wrecking Company, its successors and assigns, to its and their own use and behoof forever, and Pickands Mather & Co. does hereby covenant with Wisconsin Wrecking Company that at the time of the execution

and delivery hereof, it is the lawful owner of such goods and chattels, that they are free and clear from all liens and encumbrances, that Pickands Mather & Co. has good right to sell the same as aforesaid, and that it will warrant and defend same against lawful claims and demands of all persons.

IN WITNESS WHEREOF, Pickands Mather & Co. has caused this instrument to be executed in its name and on its behalf, and its corporate seal to be hereunto affixed by its duly authorized officers as of the 27th day of June, 1983.

PICKANDS MATHER & CO.

By


Vice President

Attest:

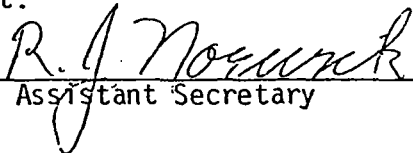

Assistant Secretary

EXHIBIT A

P-10

MILWAUKEE SOLVAY COKE DIVISION
MOBILE EQUIPMENT

Page 1

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Motor Mixer	Labor Dept.	12-00-001	Rex Chain Belt 3½ S	AD-5811	1953	\$474.05	
Miller Electric Welder - #5 SER #485940	Welding Shop	22-05-005	Model 2-CR Running gear for above Model CP-250 FCS switcher power source		7-3-69	\$2,151.00	Machinery & Welder
Hobart Welder - #48 6 Cyl. Chrysler H-225 Gas Driven Engine	Plant	05-13-048	Hobart 400 Amp. 40 Volts Model G-400 Spec. #5275C-1	77WS09184	3-27-78	\$3,289.00	
Payloader H 25B Hough Model Engine #150376	Ovens Mud Mill	04-05-042	750 x 15 Bearcat Tires 53" bucket 600 x 9 Bearcat Steering Tires	334-202-U-4954	4-24-68	\$8,935.25	Bark Riv. Cul.
Welder - Portable with 2 wheel trailer - #38	Plant	22-08-038	Hobart-250 Amp. D.C. gas driven	12CW46007 Model G261	2-2-67	\$1,403.91	Linnehan Weld Sup.
Hyster Fork Lift	Plant	22-07-036	Oil clutch, 118" Std. Upright 36" forks, over- head guard.	B3D2162K	10-12-66	\$7,355.00	Milwa. Eng. & Equip.
Welder Portable W/2 Wheel Trailer #31	Plant	22-00-031	Hobart 250 AMP		5-64	\$1,238.78	
Welder - Portable with 4 wheel Trailer #28	Iron Shop	5-11-028	Hobart - Wire Feeder -	24DW3114	1974		
1963 Neil Hy-Tec Dump Trailer	Coke Hdq.	03-03-024	Dump Trailer - 2 Axle	Model 4 HL-SW 17386	6-1-70	\$2,900.00	Gray Transport Ind.

MILWAUKEE SOLVAY COKE DIVISION
MOBILE EQUIPMENT

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
CCC-510 Power Serial 16 DW-2234 Spec. 5294 45 Wire Feeder Serial 43404 Spec. 5325 27 Wire Feeder Serial 16 AA-45342 Spec. 5347	Iron Shop	22-10-023	Hobart FGG - 510 Flex Wire Welder	24 DW-2234	5-7-71	\$3,458.36	Linnehan Welding Supply Co.
1968 Ford Diesel Tractor		05-01-020		W95JUD70791	2-22-79	\$1,300.00	
Hyster - Fork Lift - #18	labor	12-01-018	Model H50F Perkins Diesel 4-20-S, oil clutch, 187½ 3 stage upright 42" carriage 42" Forks D.H. Guard Power Steering 8.15 x 15 12 Ply Tires	B3D8136P	3-23-70	\$9,175.52	Milw. Eng. & Equip. Co.
Crane "Go-Devil" Drott	Plant	22-00-014		1576 Model 685RM2	2-27-70	\$18,665.92	Drott Tractor Co.
Cushman Electric Executive	Plant	12-12-1	Model 881608, w/cargo box	253969	3-21-69	\$1,364.75	Wis. Ind. Truck
Hough Endloader (Payloader H608)	Plant	05-03-002	3½ yd. bucket w/cab, heater & defroster 1970	342-317-u-02063	6-29-72	\$26,000.00	Bark River Equip.
Quenching Car - #1	Round house	08-05-001	40' - 45 ton coke quencher	J-7800	11-66	\$44,500	Atlas Car & Mfg.
Quenching Car - #2	Quenching Car Round House	08-05-002	40' - 40 Ton Coke Quencher	Job No. C 4245	1951	\$27,000.00	Atlas Car & Mfg.
Quenching Car (tilt car)	Coke Side	03-05-004	For pollution device		7-79		Built in plant
Locomotive - #106 - G.E.	Plant	25-05-106	65 Ton 400 H.P. Cummins Engines 102530-100569	31331	1952	\$64,135.80	
Locomotive - #107 - G.E. Aug. 1944	Plant	03-06-107	65 Ton - 400 H.P. B-B-130/130 4 GM 838	28414		\$13,500	Mfg's Equip Co.
Locomotive Coke Quencher - #1	Quenching Car Roundhouse	03-06-101	4 - 40 H.P. West Rwy. Motors 27½ Ton	Dwg 34	1931		
Locomotive Coke Quencher - #2	Quenching Car Roundhouse	03-06-002	4 - 40 H.P. West Rwy. Motors 27½ Ton	Dwg. 34	1931		

MILWAUKEE SOLVAY COKE DIVISION
MOBILE EQUIPMENT

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Locomotive Coke Quencher - #3	Quenching Car Roundhouse	03-06-003	4 ~ 40 H.P. West Rwy. Motors 27½ Ton	Dwg. 34	1931		
Tractor Truck - Ford 1970	B.P. Load and Unload	06-04-044	Ford 1970	W90JVJ63275	4-17-75	\$7,500.00	Milw. Mack Sales
Piggy-back Car Loading Tool	Loading Ramp	30-00-100	Thor ENPB 75 Model 9447	465644	2-1963	\$395.00	J.P. Industrial
Piggy-back Car Loading Tool	Loading Ramp	30-00-101	Thor ENPB 75 Model 9447	8722-589182	1964	\$395.00	Tools & Abrasives
Piggyback - Flatcar #1	Shipping	30-03-001					
Piggyback - Flatcar #2	Shipping	30-03-002					
Piggyback - Flatcar #3	Shipping	30-03-003					
Piggyback - Flatcar #4	Shipping	30-03-004					
Piggyback - Flatcar #5	Shipping	30-03-005					
Piggyback - Flatcar #6	Shipping	30-03-006					
Piggyback - Flatcar #7	Shipping	30-03-007					
Piggyback - Flatcar #8	Shipping	30-03-008					
Piggyback - Flatcar #9	Shipping	30-03-009					
Plant Hopper Car	Plant Yard	30-04-015	Burlington Hopper Car		1968	\$450.00	
Plant Hopper Car	Plant Yard	30-04-016	Burlington Hopper Car		11-19-75	\$3,000.00	
Plant Hopper Car	Plant Yard	30-04-017	Burlington Hopper Car		1968	\$450.00	
Plant Hopper Car	Plant Yard	30-04-018	Burlington Hopper Car #18		1968	\$450.00	
Plant Gondola Car - #23	Plant Yard	30-04-023	Gondola		7-69		
Plant Gondola Car - #24	Plant Yard	30-04-24	Gondola		7-69		
Plant Gondola Car - #25	Plant Yard	30-04-25	Gondola		7-69		

MILWAUKEE SOLVAY COKE DIVISION
MOBILE EQUIPMENT

Page 4

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Welding Welder - #48 G Cyl. Chrysler II-225 Gas Driven Engine	Plant	05-13-048	Hobart 400 Amp. 40 Volts Model G-400 Spec. #5275C-1	77WS09184	3-27-78	\$ 3,289.00	
Hough Pay Loader (Hobart) #1400 #48	Coal Hdq	01-02-046	Cummins V12 - 525 Engine 525 H.P. 1987	1127A	10-01-76	\$30,000.00	
Hough Pay Loader (Bertha) #1400 #45	Coal Hdq	01-02-045	G.M. 12V - 71N Engine 530 H.P. 1968	1069A	9-28-76	\$30,000.00	
Stoway Ferguson Front End Loader	Labor	05-13-040	30B Backhoe 3/4 C.Y.		March, 1982	\$12,324.00	Ray Macher Tractor
Michigan Tractor Shovel		08-01-039	75B 4 C.Y.	447E-194CB	4-04-80	\$55,120.00	
Drott 1800 Cruz Crane Four Wheel Dr. Thru Section Boom - 25' to 61'	Plant	05-06-034	Detroit 471 Engine 350' of 5/8" cable	13E175876322140	9-23-77	\$83,000.00	Bochek Equip. Co.
Crawler - Tractor - Engine #45V5620 4N0109 - 33204	Coal Field	01-06-033	Caterpillar D3 Tractor - 16" Tracks	79U1775	2-27-75	\$17,928.56	
1978 Chevrolet Pick-up Truck (Silver) Model #CT 10703	Garage	05-03-027	1/2 Ton Chevrolet Pick-up Truck	CMD148J162122	6-09-78	\$ 5,277.54	Braeger Chev.
Truck Pickup		05-00-021	Chevrolet 1974 - 1/2 Ton Model CC10803	CCQ144J157337	5-13-74		
Truck Ford 1975	Labor	05-12-005		F37YCW44341	1978		
Truck Ottawa Commando	Yard Tractor	05-003-06	Commando Model 30 Detroit Diesel Engine No. 4D0159778	52016	12-04-78	\$28,811.00	Petterbullt of Wis.
Truck Tractor			CXC 1973	7H180DV577119			Jack Gray
Screening Tower			Barber Green				

MILWAUKEE SOLVAY COKE DIVISION
SHOP TOOLS

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Grinder - Sioux Surface	Iron Shop	22-01-008	Cat. #V-5131, 6000 RPM	214	1/9/69	\$248.23	Western Iron Stores
Punch & Shear Combination	Iron Shop	22-01-001	Stahlwerk Oeking-Germany			\$4,042.50	
Drill Press #4 Morse	Iron Shop	22-01-002	Canedy Otto 4' Radial Arm	T-2166	1961		
Roll Plate 3/8" x 60"	Iron Shop	22-01-003	Reed	53K-1448 Model 655	12-53	\$2,693.65	
Hoist Electric 2 Ton	Outside Iron	22-01-004	12' Push Button Cord	1013D Model R	4-60	\$511.80	Shad. & Boyd
Loadster	Shop						
Wrench Impact	Iron Shop	22-01-005	3/4" Drive Size 48	32160 Model 7265	12-57	\$335.00	T. Ingerman Co.
Welder Elect.	Welding Shop	22-01-006	Crocker & Crutis 3-200 Amp. Panels 1-600 Amp. Panel			\$897.00	
Jack Hydraulic	Iron Shop	22-01-007	Blackhawk 3 Ton	BA-84	12-57	\$15.53	Shad. & Boyd
Saw Circle 12"	Carpenter Shop	22-02-001	Delta	9388A	6-52	\$610.54	
Saw - Chain	Carpenter Shop	22-02-010	Homelite - Super X-L	1923522			
Saw Band 42"	Carpenter Shop	22-02-002	J.A. Fay & Egan 29 1/2" x 33 1/2" Table	85979		\$791.07	
						\$261.15	
Heating System Hot Blast	Electric Shop	22-04-009	Wm. Bayley & Sons Co. Fan on Pedestal			\$2,065.80	
Drill Portable Air	Electric Shop	22-04-003	3/8" Chuck	13-10411			
Threader Pipe	Electric Shop	22-04-004	Rigid	219966	1965		
Bender Pipe 1-1/4" x 4"	Electric Shop	22-04-005	Greenlee	Model 777	1964		
Hammer Rotary Portable	Electric Shop	22-04-006	Skil	22791 225B Model 736	1960	\$357.70	Tools & Abrasives
Drill Portable	Machine Shop Toolroom	22-05-027	Thor Air 1/2" Chuck	Size 35-550 Model 7481	W.O. 865	\$185.00	J.P. Ind. Supply
Drill Portable	Machine Shop	22-05-028	Heavy Duty 3/8"	22 P.D.X. Model 7180	12-55	\$107.80	Mortensen Ind. Sup
Grinder Portable	Toolroom Machine Shop	22-05-029	Thor Air Size 225-5800	93352 Model 64450	12-57	\$260.00	J.D. Ind. Supply
Grinder Portable 3 H.P. D.C.		22-05-030	Flexible Shaft 3/4" x 8'			\$214.50	
Wrench Impact	Machine Shop	22-05-031	Thor	705986 Model 7259	12-54	\$285.00	J.P. Ind. Supply
Wrench Impact	Machine Shop	22-05-032	Thor	Model 7581	2-56	\$215.00	J.P. Ind. Supply

MILWAUKEE SOLVAY COKE DIVISION
SHOP TOOLS

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Pump Sump	Toolroom Machine Shop	22-05-033	Cleco #840608-1836	I.P. 2661	12-57	\$435.00	General Rubber
Jack Hydraulic	Machine Shop	22-05-034	Blackhawk 3 Ton	BA 8-5	11-56	\$15.53	Shad. & Boyd
Grinder Pedestal 2 1/2" x 14"	Machine Shop	22-05-010	Cincinnati 1750 R.P.M. D.C.	211501	1952	\$683.03	Shad. & Boyd
Drill Press Floor #6 Horse Taper	Machine Shop	22-05-011	Fordick 6' Radial Arm	3737			
Shaper	Machine Shop	22-05-012	Steptoe 24" Stroke	EB2097TBS	1951	\$4,355.01	Moser Mach. Co.
Milling Machine	Machine Shop	22-05-013	Milwaukee 1 1/8	3/443		\$3,179.91	
Boring Mill	Machine Shop	22-05-014	Colburn 72"	169		\$8,292.75	
Grinder Tool & Surface	Machine Shop	22-05-015	K. O. Lee	8029 Model B.A. 960H	1965	\$2,626.27	T & A
Gear Cutter	Machine Shop	22-05-016	Brown & Sharpe #5-60"			\$5,647.37	
Boring Mill	Machine Shop	22-05-017	Colburn 42"	320		\$5,853.98	
Saw Hack Power	Machine Shop	22-05-018	Peerles 10" Throat 8" Depth				
Grinder Drill	Toolroom Machine Shop	22-05-019	Sterling	D.G. 2358 Model O.B.	12-57	\$330.00	Western Iron
Drill Press Bench	Toolroom Machine Shop	22-05-020	Delta 17" 1/2" Chuck	127-6792	1961		
Furnace Babb	Toolroom Machine Shop	22-05-021	Cast Iron Pot 10" Dia. 8" Deep	5187		\$159.50	
Grinder Bench	Toolroom Machine Shop	22-05-022	Delta 3450 R.P.M. 1" x 7"	Model N.C. 23-105A	1952	\$112.51	
Versa Mill #2	Machine Shop	22-05-024	Dumore	8267-1115	1962	\$1,169.87	Western Iron
Drill Portable Air	Machine Shop Toolroom	22-05-025	Thor Reversible Rotary w/Feed Screw	Size 363-RZ-3 Model 7770	12-56	\$415.00	J.P. Ind. Supply
Drill Portable Air	Machine Shop Toolroom	22-05-026	Thor Reversible Rotary w/Feed Screw	Size 363-RL-4 Model 5453	12-56	\$450.00	J.P. Ind. Supply
Pipe & Bolt Cutter	Machine Shop	22-05-004	Beaver 10" Travel	Map 3-167 Model A	1964		
Keyseater #4	Machine Shop	05-05-555	Mitts & Merrill "Giant"	G-1034-4-54	11/54	\$3,060.00	E.L. Esley Mach. Co.
Lathe 20" x 72" Raised	Machine Shop	22-05-006	American Pacemaker	73838-53	1953	\$13,818.54	E.L. Essely Mach. Co.
Laths 28" x 180"	Machine Shop	22-05-007	Ryerson Conradson 4-3/16" Spindle Hole				
Planer 42" x 42" x 12'	Machine Shop	22-05-008	Cincinnati	1368		\$7,496.65	
Drill Press Floor (Made in Sweden)	Machine Shop	22-05-009	Willis 30" Geared Head #4 Horse Taper	Type: SEMR 3 N.R. 1281	8-64	\$1,652.96	Tools & Abrasive
Roll Tinners Forming Hand	Back Room Electric Shop	22-04-010	Peck, Stow & Wilcox Co. 2" Rolls x 36"			\$33.55	

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Chuck Collet	Machine Shop South Bend Lathe	22-05-002	Jacobs Flex from 1/16" to 1-3/8"	G-5334 Model 91-A6	1952		
Lathe 16" x 54"	Machine Shop	22-05-003	Springfield 1-3'8" Spindle Hole	671		\$1,967.65	
Automatic Feed Portable Rail Drill - Racine Model A	Labor Dept.	12-01-012	Portable Rail Drill	RD 1584	10-1-69	\$625.00	Racine Hydraulics
Portable Rail Saw - Racine Model 155	Labor Dept.	12-01-013	Portable Rail Saw	R6860	10-1-69	\$775.00	Racine Hydraulics
Portable Starting Generator	Plant	22-00-015	1183-01 Code 6910021	1529-E Model 146404	1-12-70	\$301.03	Master Mechanic Mfg. Co.
Portable Pump - Sump Cleco 183-D	Machine Shop	22-05-035	860193	28297	2-4-69	\$745.00	General Rubber Co.
Pipe Threading Machine 1/8" to 2"	Pipe Shop	05-06-001	Ridgid (801) Model #69085		August 1975	\$2,000.00	United Plumbing
Pipe Threading Machine 1" to 6"	Pipe Shop	22-06-003	Oster Rapiduction	Catalog 6 R.A.P.	12-37		
Hammer Rotary Portable	Pipe Shop	22-06-003	Milwaukee Carbide Drill 1/4" to 1 1/2" Core Drill 1 1/4" to 2 1/2"	342-3084 Catalog 5300	3-65		
CHC Sump Pump w/Gas Engine	Pipe Shop	05-06-028	1 1/2" W6G BE 32316	236583	3-11-75	\$270.00	Boehck
Homelite Multi-Purpose Saw	Pipe Shop	05-06-030	4 Stroke Gas Engine Model XL 98A	43650229	5-27-75	\$475.00	Homelite
Red Jacket Self Priming Gasoline Driven Centrifugal Pump	Labor Dept.	12-1-22	Red Jacket Pump Model No. 60231 Ser. No. 7006113	885-002 7 MBG	3-13-71	\$124.80	Crichton Corp.
Sump Pump - 3" Homelite w/Gas Engine	Labor Dept.	05-00-026	120TP3-1A 1-3' Suction Hose 2- 3"x50' Discharge Hose	50201449	2-15-77	\$590.00 Hoses: \$264.35	Boehck Const. Co.

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Weightometer	Coal Hdlg. B-6 Conv. Belt	01-04-004	Herrick Model E	E-6604	1965		
Weightometer	Coal Hdlg. #7 Conv. Belt	01-04-005	Herrick Model "E" 36" Standard	E-8360	6-69	\$4,144.00	Herrick Scale Mfg.
Car Shakeout W.O. C-149	Coal Hdlg. High Line	01-03-002	Motor Sheave S-22549A 1-D 158 V Belt Bush 94780C Assembly	H.D. 1491 M-22658	3-21-67	\$7,470.00	Hewitt Robins Inc.
Screen Vibrator-Gyrex #1	Foundry Coke Building	08-02-001	5' x 10' Double Deck	GD 3406	3-4-67		Hewitt Robins
Screen Vibrator-Gyrex #2	Foundry Coke Building	08-02-002	4' x 10' Single Deck	GS 5405			Hewitt Robins
Screen Vibrator-Gyrex #3	Foundry Coke Building	03-02-003	5' x 10' Single Deck	G3419 Drwg M20737	Feb., 1980	\$6,087.08	Hewitt Robins
Crusher Double Roll #1	#1 Crusher Building	03-03-001	42" x 36"	Drwg. Co 42424	Feb., 1980		Link Belt Co.
Generator Turbine #8	Power House	21-02-030	1000 KW 3980 R.P.M.	Rec. 10-29-70			
Turbine Generator #8	Power House	21-02-031	720 R.P.M.	Rec. 10/29/69	4-23-70		
Generator Turbine #6	Power House Annex	21-03-060	900 H.P. - 3600 R.P.M. Mixed Flow	Class D 15203	1914		DeLaval Turbine
Turbine Generator #6	Power House Annex	21-03-061	600 K.W. 250 V.D.C. 600 R.P.M.	1516 13618	1914		Crocker Wheeler
Tur. Vac. Pump Engine #6	Power House Annex	21-03-063	6 1/2" x 6" 250 R.P.M. Vert.	12506	1914		C. H. Wheeler Co.
Tur. Cond. Vac. Pump #6	Power House Annex	21-03-064	16" x 32", Rotrex Pump	12492	1914		C. H. Wheeler Co.
Motor Generator No. #7	Power House Annex	21-04-070	1112-KW Motor, 100-KW D/C Gen.	M.#124758 G.#124759	1929		Allis Chalmers
Motor Gen. Control #7	Power House Annex	21-04-071	Cat. - 254 x 548 R01	Instr. GEH 3059 1C-7160 B 127E	1964		Allis Chalmers Co.
Air Compressor #1	Power House Annex	21-05-012	XLE 150 H.P. 973 CFM 16 x 10 x 7 Ingersoll Rand	27021	1974	\$15,000.00	American Air
Air Compressor Motor #1	Power House Annex	04-05-011	150 H.P.		1974		
Compressed Air Dryer - 4" Inlet and Outlet air conn.	Power House Annex	21-05-032	Nat'l. B.D., L.M.C. 7953 HWP 150 at 365° shell 250 HD 2812 - Model 1000 FL.H.D.	VPC 17002	1966		Van Products Co. Erie, Penn.
Moist Chemical 500 lb.	Water Purif. Up	23-03-100	1/4", 8-19 x 70 Cable, 3/4 H.P.	54972-1 DC. 250, R 1/4			Harnishfeger

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Duct Cover	Duct	02-04-001	36" Super Thermo Flo Plyon 2 Ply 700'	3/16" - 1/16"	July, 1979	\$11,032.00	Goodyear T and R
Traction Motor-Hood 30 H.P.	Traveling Hood	02-04-002	MDP - Frame 806-575 R.P.M. 230V DC		July, 1979	\$5,535.00	General Electric
Traction Drive Assembly	Traveling Hood	02-04-003	30 H.P. Parallel Shaft Reducer 210042 ASSY 13		July, 1979	\$19,997.49	Falk Corp.
Electrical Control Service to Hood	Hood	02-04-004	250 Volt D.C. - 14111		July, 1979	\$13,485.00	Cutler Hammer
Structural Steel Work - All	Pushing Emission System	02-04-005	Structural Steel		June, 1979	\$1,384,000.00	Wis. Bridge & Iron
Dust Collecting Hood	Above Q-Track	02-04-006	Radio Controlled, D.C. Powered, movable		July, 1979	\$56,368	Schomann
Carriage Belt Tripper	Hood	02-04-007	Movable		July, 1979	\$16,946	Schomann Inc.
Duck work - All, Pushing Emission System		02-04-008	Belt Covered		June, 1979	\$23,570.00	Schomann Inc.
Coke Guide - Enclosed	Block 3	02-04-009	Winch Drawn Car		May, 1979	\$15,834.00	Schomann Inc.
Coke Guide - Enclosed	Block 4	02-04-010	Winch Drawn Car		June, 1979	\$15,834.00	Schomann Inc.
Coke Guide - Enclosed	Blocks 3 & 4	02-04-011	Temporary		May, 1979	\$8,000.00	Wis. Bridge
Puller Winch 1000# Capacity	Block 3	02-04-012	Rightway Model ERPM-50-10 Right Hand	K-08258	March, 1979	\$6,635.00	Stanspec Corp.
Puller Winch 1000# Capacity	Block 4	02-04-013	Rightway Model ERPM-50-10 Left Hand	K-08258	April, 1979	\$6,635.00	Stanspec Corp.
Radio Control System	Solvay Ovens	02-04-014	Series 1930 Mark IV 72-76MHZ	1861-2	July, 1979	\$24,750.00	Telemotive
Scrubber, Air	Scrubber Site	02-04-015	A33 Ventri-Rod 90,000 ACFM	OH-4023	July, 1979	\$85,000.00	Riley Environeer
Fan	Scrubber Site	02-04-016	68" x 7-1/4" 80,000 CFM Class IV SWSI	1990-L D-40268-1	July, 1979	\$45,595.00	Robinson Ind.
Clutch	Scrubber Site	02-04-017	Dryamatic Magna Power Coupling Model WCS 2212HD	WCS-2212Hb1	July, 1979	\$28,902.00	Eaton Corp.
Motor 500 H.P.	Scrubber Site	02-04-018	TEFC Frame 5810-L 3/60/2300 1200 RPM		July, 1979	\$16,636.00	Westinghouse
Switch Gear 500 H.P.	Sub-Station and Scrubber Site	02-04-019	2300 V IC7 160C117		July, 1979	\$32,668.00	General Electric
No. 1 Circulating Pump	Scrubber Site	02-04-020	Hydroseal Model BC-65-900GPM		July, 1979	\$3,550.00	Industrial Pump
No. 2 Circulating Pump	Scrubber Site	02-04-021	Hydroseal Model BC-65-900GPM		July, 1979	\$3,550.00	Industrial Pump
No. 1 Bleed-off Pump	Scrubber Site	02-04-022	Hydroseal Model AA-65-70GPM		July, 1979	\$1,465.00	Industrial Pump
No. 2 Bleed-off Pump	Scrubber Site	02-04-023	Hydroseal Model AA-65-70GPM		July, 1979	\$1,465.00	Industrial Pump

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>EQUIPMENT NO.</u>	<u>TYPE</u>	<u>SER. NO.</u>	<u>DATE INSTALLED</u>	<u>ORIGINAL COST</u>	<u>VENDOR</u>
No. 1 Seal Water Pump	Scrubber Site	02-04-024	Worthington Model D-520-20GPM		July, 1979	\$358.00	Clymor Inc.
No. 2 Seal Water Pump	Scrubber Site	02-04-025	Worthington Model D-520-20GPM		July, 1979	\$358.00	Clymar Inc.
Sump Tank	Scrubber Site	02-04-026	Holding Positive Head		July, 1979	\$4,460.00	Schomann Inc.
Motor Starter - Coke Guide	Scrubber Site	02-04-027	CR-170 Reduced Volt soE		October, 1979	\$3,316.00	General Electric
Scrubber Panel Room	Scrubber Site	02-04-028	Concrete Block, Floor and Roof		May, 1979	\$6,852.00	Marino Const.
No. 1 Circulating Pump Motor and Starter	Scrubber Site	02-04-029	30 H.P. TEFC 1750 RPM	460-V-3-GOH2	July, 1979		
No. 2 Circulating Pump Motor and Starter	Scrubber Site	02-04-030	30 H.P. TEFC 1750 RPM	460-V-3-GOH2	July, 1979		
No. 1 Bleed-off Pump Motor and Starter	Scrubber Site	02-04-031	3 H.P. TEFC 1750 RPM-460V-3-GOH-2		July, 1979		
No. 2 Bleed-off Pump Motor and Starter	Scrubber Site	02-04-036	3 H.P. TEFC 1750 RPM-460V/3/GOH-2		July, 1979		

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Larry Car	Oven				1980	\$292,000.00	Schomann Inc.
Air Conditioner	Larry Car	708-SL-CO 230V DC			1980	\$4,723.00	Lintern Corp.
Air Conditioner	Larry Car	708-SL-CO 230V DC			1980	\$4,723.00	Lintern Corp.
Filter Unit	Larry Car	HAKI-200			1980	\$2,455.00	Lintern Corp.
Motor	Spare	1/2 HP 3450 230V DC			1980	\$2,455.00	Lintern Corp.
Speed Reducer	Larry Car Screw Conv.	60 FCBC Right Angle			1980	\$3,464.00	Falk Corp.
Speed Reducer	Larry Car Screw Conv.	60 FCBC Right Angle			1980	\$3,464.00	Falk Corp.
Speed Reducer	Larry Car Screw Conv.	60FCBC Right Angle			1980	\$3,464.00	Falk Corp.
Speed Reducer	Larry Car Traction	90 FCBC Right Angle			1980	\$7,648.00	Falk Corp.
Motor	Larry Car Screw Conv.	10 HP 900 RPM Frame 802L 230V DC			1980	\$5,196.00	General Electric
Motor	Larry Car Screw Conv.	10 HP 900 RPM Frame 802 C 230V DC			1980	\$5,196.00	General Electric
Motor	Larry Car Screw Conv.	10 HP 900 RPM Frame 802 C 230V DC			1980	\$5,196.00	General Electric
Motor	Spare	10 HP 900 RPM Frame 802C 230V DC			1980	\$5,196.00	General Electric
Motor	Larry Car Traction	20 HP 650 RPM Frame 804 230V DC			1980	\$5,489.00	General Electric
Motor	Spare	20 HP 650 RPM Frame 804 230V DC			1980	\$5,484.00	General Electric
Motor	Larry Car	5HP TEFC Frame 256V 1750 RPM 230V DC			1980	\$1,206.00	AW Weiner
Starter	Larry Car Air Compression	5HP 230V DC 6130H 234A			1980	\$600.00	Cutler Hammer
Electric Controls	Larry Car	(1) 14111-N Controller (2) 14951-A Switch (4) 14951-C Master Switch (1) 14007 Controller (1) 14962 Switch (1) 72" x 20" x 36" Cabinet			1980	\$48,408	Cutler Hammer

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>EQUIPMENT NO.</u>	<u>TYPE</u>	<u>SER. NO.</u>	<u>DATE INSTALLED</u>	<u>ORIGINAL COST</u>	<u>VENDOR</u>
Auger Assy	Spare		Item 7 DWG MS910-D8		1980	\$4,017.00	Schomann Inc.
Compression Springs	Spare		(3) For drop sleeve Item 28 DWG MS910-14		1980	\$900.00	Schomann Inc.
Converter Rotary	Larry Car		236/246 V DC Input 115 V AC Output		1980	\$660.00	Carter Motor Co.

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Motors - #6 L.G.A. Rich - Westinghouse, 20 H.P. - 1700 R.P.M. - 230 V.D.C. 73.5 Amps.	So. House So. Pump Room	10-20-001	#70L, Type S-K., Shunt Wound, Style 143730-A (Tag 110)	Field 1563277			
Motor - #5 L.G.A. Rich - Westinghouse, 20 H.P. - 1700 R.P.M. - 230 V.D.C. 73.5 Amps	So. House South Pump Room	10-20-002	No. 70L, Type S-K, Shunt Wound Style 143730 (Tag 101)	Field 1165631			
Motor - #4 L.G.A. Rich - Westinghouse, 20 H.P. - 1700 R.P.M. - 230 V.D.C. 73.5 Amps.	So. House So. Pump	10-20-002	#70L, Type S-K, Shunt Wound, Style 143730 (Tag 101)	Field 1165631			
Motors - #4 L.G.A. Rich - Westinghouse, 20 H.P. - 1700 R.P.M. - 230 V.D.C. 73.5 Amps.	So. House So. Pump Room	10-20-003	#70L, Type S-K., Shunt Wound, Style 143730-A (Tag 112)	Field 1552957			
Motor - #5 L.G.A. Rich - Westinghouse, 20 H.P. - 1700 R.P.M. - 230 V.D.C. 73.5 Amps	So. House South Pump Room	10-20-004	No. 70L, Type S-K, Shunt Wound Style 143730-A (Tag 111)	Field 1552955			
Motor - #6 L.G.A. Lean - General Electric 25 H.P.- 1750 R.P.M. - 230 V.D.C.- 92 Amps.	So. House South Pump House	10-20-005	Type R.C. - 10 Compound Wound (Tag 78)	644669			
Motor - #3 L.G.A. Lean - General Electric 25 H.P.- 1750 R.P.M. - 230 V.D.C.- 92 Amps.-	So. House South Pump House	10-20-007	C-10 Compound Wound (Tag 76)	644666			
Motor - Pump Spare - General Electric - 40 H.P. - 1750 R.P.M. - 230 V.D.C. - 145 Amps. -	So. House South Pump House	10-20-014	R. C. - 11B - Form A-500 Compounds Wound (Tag 59) 750 G.P.M.	650305			
Motor - #5 L.G.A. Lean - General Electric 25 H.P.- 1750 R.P.M. - 230 V.D.C.- 92 Amps.	So. House North Pump Room	10-20-021	R.C. - 10 Compound Wound (Tag 81)	644638			
Motor - #4 L.G.A. Lean - General Electric 25 H.P.- 1750 R.P.M. - 230 V.D.C.- 92 Amps-	So. House North Pump Room	10-20-022	R.C.-10 Compound Wound - (Tag 79)	644717			
Motor - #2 L.G.A. Lean - General Electric 25 H.P.- 1750 R.P.M. - 230 V.D.C.- 92 Amps.	So. House North Pump Room	10-20-023	R.C. - 10 Compound Wound (Tag 80)	644721			
Motor - Viking Tar Pump - Northwestern Mfg. Co.	By-Product Bldg.	10-20-033	Browning Motor, 5 H.P., 250 V.D.C. 17.5 amps., 675 R.P.M.	4848			
Motor - So. Weak Liquor Pump - Dolier Eng. Co.	By-Product Bldg.	10-20-034	Browning Motor, 10 H.P., 250 V.D.C. 36 amps. 1300 R.P.M., Shunt wound, type K 8	8919			
Motor - N. Weak Liquor Pump - Westinghouse	By-Product Bldg.	10-20-035	10 H.P., 240 V.D.C., 37.5 amps, 1300 R.P.M. shunt	842245			

MILWAUKEE SOLVAY COKE DIVISION
ELECTRICAL EQUIPMENT

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Motor Pump #6 L.G.A. - Westinghouse 20 H.P. - 1700 R.P.M. - 230 V.D.C.- 73.5 Amps. - #70L	North House Pump Room	10-20-042	S.K. Shunt wound - style 143730A Tag (106)	1321902			
Motor - Pump # 4 L.G.A. - Westinghouse - 20 H.P. 1700 R.P.M. - 230 V.D.C.- 73.5 Amp. - #70L	Northhouse Pump Room	10-20-043	S.K. - Shunt wound - Style 143730A (Tag 108)	1321903			
Motor - Pump - #5 L.G.A. Westinghouse - 20 H.P. 1700 R.P.M. - 230 V.D.C.- 73.5 Amps. - #70L	North House Pump Room	10-20-044	S.K. - Shunt wound - Style 143730 (Tag 103)	Field 1064239			
Motor - Pump - BLK. #3 & #4 B.H. Spare - Westinghouse - 35 H.P. - 1250 R.P.M. - 250 V.D.C.- 117 Amps. #7	North House Pump Room	10-20-045	S.A. (Tag 66)	Field 901244			
Motor - Pump #3 L.G.A. - Westinghouse 20 H.P. - 1700 R.P.M. - 230 V.D.C.- 73.5 Amps. #70L	Northhouse Pump Room	10-20-046	S.K. - Shunt wound Style 143730 (Tag 102)	Field 1064237			
Motor - Pump Spare - Westinghouse 35 H.P. - 1700 R.P.M. - 230 V.D.C.- 123 Amps. #100L	Northhouse Pump Room	10-20-047	S.K. - Shunt wound Style 143761 (Tag 62)	Field 1198034			
Motor - Pump - BLK. #3 & #4 - Secondary gas cooler Allis Chalmers Mfg. Co.- 50 H.P. - 3550 R.P.M.- 220-440 V- 61-122 Amps. 3 phase-60 cy.	North House N. Primary Pump Room	10-20-052	Induction - Type A.P.Z. - Frame 444S - Nema Design	7-5126-20487- 1-1	1951		
Motor - Pump - BLK. #3 & #4 - Primary gas cooler Allis Chalmers Mfg. Co.- 50 H.P. - 3550 R.P.M.- 220-440 V- 61-122 Amps. 3 phase-60 cy.	North House N. Primary Pump Room	10-20-054	Induction - Type A.P.Z. - Frame 444S - Nema Design	7-5126-20487- 2-1	1951		
Motor - Pump - BLK. #3 & #4 B.H.- Primary gas Cooler Allis Chalmers Mfg. Co. - 100 H.P. - 1770 R.P.M. - 440 V - 117 Amps. 3 phase-60 cy.	North House N. B.H. Primary Pump Room	10-20-057	Induction - Type A.P.Z. - Frame 505S - Nema Design	7-5128-20487- 3-1	1951		
Motor - Cottrell Rectifier W. - General Electric - 2 H. P. - 1800 R.P.M. - 440V - 3.1 Amps. 3 phase-60 cy. Frame 9364 - #F.G. Form C.A.-	South House	10-20-271	Synchronous Motor - Model #65A533				
Motor - Cottrell Rectifier E. - General Electric - 2 H. P. - 1800 R.P.M. - 440V - 3.1 Amps. 3 phase-60 cy. Frame 9364 - Form C.A.-	South House	10-20-272	S.K.T. Synchronous Motor Model #65A533				

MILWAUKEE SOLVAY COKE DIVISION
ELECTRICAL EQUIPMENT

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Motor - B. H. Decanter Tar Scraper - General Electric - 1 H.P. - 1710 R.P.M. - 115-230V-7.2-14.4 Amps. - single phase - 60 cy.	South House	10-20-286	L.C.S. - Frame 203 - Model SKCS- 203-KB-48B-No. SKJ 2356 Code K				
Motor - Ventilating Fan - S. - Louis Allis Co. - 1 H.P. - 1740 R.P.M. - 220-440V - 3 phase - 60 cy.	So. House So. wall So. Pump Room	10-20-291	I.X. - frame 203 - Class N. - Form B Code H - induction motor				
Motor - Ventilating Fan - N. - Louis Allis Co. - 1 H.P. - 1150 R.P.M. - 220-440V - 3.6-1.8 amps 3 phase - 60 cy.	So. House	10-20-292	I.S. - frame 204 - Form B - Class P Code G				
Motor - 30" Ventilating Fan - Robbins-Myers - 3 H.P. - 1750 R.P.M. - 220-440V-60 cy.	Northouse Pump Room	10-20-370	Form DV	M-13828N			
Motor - Blk. #3 & 4 B.H. Decanter Tar Scraper - Ideal - 1 H.P. - 1760 R.P.M. - 220 440V-1.6-3.2 Amps.-3 phase - 60 cy - Frame 203	N. House out- side between N.C.G. & W.P. Bldgs.	10-20-375	A - Design B Code K	181491	1951		
Transformer - 460/230/115 V.	Former Gas Test Station	21-01-001	5 KVA, 1 PH; 60 Cycle, Dry	3685 Type QNS	1960 (Gas Prod. Cott. 1944)	EL	Trestor Service
Transformer - 440/75,000 V.	Cottrell	21-01-002	15 KVA, 1 PH; 60 Cycle, Oil	4460290 Type OC, Form E	1929		General Electric
Transformer - 480/240/120 V.	S.C.G. Bldg.	21-01-003	15 KVA, 1PH; 60 Cycle, Dry	X21865 Class S	1960		Soergel Elec. Co.
Transformer - 480/240/120 V.	Labor Wash Room	21-01-004	25 KVA, 1PH; 60 Cycle, Dry	X-221111-3 Class F	1960		Soergel Elec. Co.
Transformer - 480/240/120 V.	Labor Wash Room	21-01-005	25 KVA, 1PH; 60 Cycle, Dry	X22111-2 Class F	1960		Soergel Elec. Co.
Transformer - 480/240/120 V.	Boiler House	21-01-006	3 KVA, 1PH; 60 Cycle, Dry	3238701A27	1960		Westinghouse Electric
Transformer - 480/240/120 V.	Boiler House	21-01-007	25 KVA, 1PH; 60 Cycle, Dry	X22111-4 Type S, Class F	1960		Soergel Electric
Transformer - 2400/480 V.	Boiler House	21-01-008	200 KVA, 3PH; 60 Cycle, Dry	X 21513 Type SHT	1960		Soergel Elec.
Transformer - 2520/480 V.	#2 Sub-station	21-01-009	100 KVA, 1PH; 60 Cycle, Oil	2445768	1951		Allis Chalmers Co.
Transformer - 2520/480 V.	#2 sub-station	21-01-010	100 KVA, 1PH; 60 Cycle, oil	2445764	1951		Allis Chalmers
Transformer - 2520/480 V.	#2 sub-station	21-01-011	100 KVA, 1PH; 60 Cycle, oil	2445766	1951		Allis Chalmers
Transformer - 2300/440 V.	Main sub-station	21-01-012	15 KVA, 3PH; 60 Cycle, oil	5132370 Type-HT, Form R	1929		General Electric
Transformer - 2300/440 V.	Main sub-station	21-01-013	15 KVA, 3PH; 60 Cycle, oil	4486359 Type-HT, Form E	1929		General Electric

MILWAUKEE SOLVAY COKE DIVISION
ELECTRICAL EQUIPMENT

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Transformer - 14,400/2940 V.	Main sub-station	21-01-014	167 KVA, 1PH; 60 Cycle, oil	3611583 Y. Conn. V 120/ 240	1964		Allis Chalmers
Transformer - 13,200/2300 V.	Main sub-station	21-01-015	1000 KVA, 1PH; 60 Cycle, Oil	714395 MKRR 5153	1929, Rep. 1963		Allis Chalmers Co.
Transformer - 13,200/2300 V.	Main sub-station	21-01-016	1000 KVA, 1PH; 60 Cycle,	741396 MKRR 5042	1929, Rep. 1963		Allis Chalmers Co.
Transformer - 13,200/2300 V.	Main sub-station	21-01-017	1000 KVA, 1PH; 60 Cycle, Oil	714397 MKRR 6185	1929, Rep. 1963		Allis Chalmers Co.
Transformer - Emergency Generator SW.	Boiler House	26-06-092	Coil V. 480, 70A; 60 cy.	(D.O. 70%) (P.U. 90%) DWG. 15A-5602	1959		Zenith Elec. Co.

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Pump Drip	B.P. Basement	10-02-031	Hor. Dup. - Size 5½" x 3½" x 5"	256554			Union Steam Pump
Pump - Tar Transfer	B.P. Basement	10-02-032	6" x 8" Deane - Vert. Triplex	61434			Dean Steam Pump
Pump Tar Transfer	B.P. Basement	10-02-033	Viking, 2", Mod. K-253, Fig. 253	W.O. 825	1954		C.A. Ekstrom Co.
Pump - No. 1 Weak Liquor	B.P. Basement	10-02-034	1275 RPM, G.P.M., 75' Head	P-4 24902			DeLaval St. Turb.
Pump, No. 2 Weak Liquor	B.P. Basement	10-02-035	1275 RPM, 225 G.P.M. 75' Head	P-4 24901			DeLaval St. Turb.
Pump Cent. Rich, No. 6 L.G.A.	S.J.-S. End of Building	10-02-001	1700 RPM, 300 GPM, Head 90'	P-4 17355	1913		DeLaval St. Turb.
Pump Cent. Rich, No. 5 L.G.A.	J. M. S. End of Building	10-02-002	1700 RPM, 300 G.P.M. Head 90'	P-4 17362	1913		DeLaval St. Turb.
Pump Cent. Rich, No. 4 L.G.A.	S. H. - S. End of Building	10-02-003	1700 RPM, 300 G.P.M. Head 90'	P-4 17364	1913		DeLaval St. Turb.
Pump Durco #3 L.G.A. Rich	S.H. South End of Building	10-02-004	Ductile Iron MK2 4x3-10H/95 1750 RPM. 300 G.P.M. 90 TDH	91629	8/18/67	\$497.00	Duriron Co. Inc.
Pump Cent. Lean, No. 6 L.G.A.	S.H. So. Pump Room	10-02-005	1720 RPM, 300 G.P.M., Head 90'	P-4 27249	1917		DeLaval St. Turb.
Pump - #3 L.G.A. (Lean) Impeller	So. House So. Pump Room	10-02-007	1750 RPM, 300 G.P.M., Head 90' Durco	94222	9-25-69	\$497.00	Duriron Co. Inc.
Pump Cent. Rich, No. 1 L.G.A.	S. H. - So. Pump Room	10-02-010	1300 RPM, 300 G.P.M., Head 90'	2 P-4 9411	1913		DeLaval St. Turb.
Square Pump, 100 HP	S. Hse. Pump Room	05-50-011	201-114-502, 8 x 6, SI	55474	4-80		
Pump - Cent. Lean, No. 5 L.G.A.	S.H. - N. Pump Room	10-02-021	1720 RPM, 300 G.P.M. 90' Head	P-4 27248	1917		DeLaval St. Turb.
Pump Cent. Lean, No. 4 L.G.A.	S.H. - N. Pump Room	10-02-022	1720 RPM, 300 G.P.M., 90' Head	P-4 27247	1917		DeLaval St. Turb.
Pump Cent. SUC. No. 2 L.G.A.	S.H. - N. Pump Room	10-02-023	1720 RPM, 300 G.P.M., 90' Head	P-4 27244	1917		DeLaval St. Turb.
Pump Cent. Lean, No. 6 L.G.A.	N.H. Pump Room	10-02-042	1700 RPM, 300 G.P.M., 90' Head	P-6 19844	1914		DeLaval St. Turb.
Pump Cent. Lean, No. 4 L.G.A.	N.H. Pump Room	10-02-043	1700 RPM, 300 G.P.M., 90' Head	P-4 22608	1914		DeLaval St. Turb.
Pump Cent. Lean, No. 5 L.G.A.	N.H. Pump Room	10-02-044	1700 RPM, 300 G.P.M., 90' Head	P-4	1914		DeLaval St. Turb.
Pump Spare B.H., Blk 3-4	N.H. Pump Room	10-02-045	6" x 5", Type DS-5M, Cent. Pump	W.O. 639 DWG-B-38990 M ²	1949		Morris Machine Wks.
Pump Cent. Lean, No. 3 L.G.A.	N.H. Pump Room	10-02-046	1700 RPM, 300 G.P.M., 90' Head	P-6	1914		DeLaval St. Turb.

DESCRIPTION	LOCATION	EQUIPMENT NO.	TYPE	SER. NO.	DATE INSTALLED	ORIGINAL COST	VENDOR
Pump Spare	N.H. Pump Room	10-02-047	1700 RPM, 300 G.P.M., 90' Head	P-6 17321	1914		DeLaval St. Turb.
Pump Tar - #1 Weak Liquor Tank - Deane Steam	North House N. Condensing App.	10-02-048	Horizontal Duplex - Size 6" x 5-3/4" x 6	557635			
Pump N. Decanter Tar	N.B.H. Pump Room	10-02-051	Horizontal Simp. Size 4 1/2" x 3" x 8"	247936	1951		Union Steam Pump
Pump Cent. Sec. Cooler	N. Primary Pump Room	10-02-052	50 H.P., 5" x 4", Type S.H.H	W.O. 715 55471	1951		Allis Chalmers Co.
Pump Cent. Spare Cooler	N. Primary Pump Room	10-02-053	70 H.P., 8" x 6", Type SH	W.O. 715 55472	1951		Allis Chalmers
Pump Cent. Prim. Cooler	N. Primary Pump Room	10-02-054	50 H.P., 5" x 4", Type S.H.H	W.O. 715 55470	1951		Allis Chalmers
Pump Cent. Spare N. B-H	N. B-H Pump Room	10-02-056	85 H.P., 8" x 6", Type S. I	W.O. 715 55474	1951		Allis Chalmers
Pump Cent. N.B.H.	N.B.H. Pump Room	10-02-057	100 H.P., 8" x 6", Type S.I.	W.O. 715 55473	1951		Allis Chalmers
Turbine - Steam - Blk. #3 & #4 B.H. Spare -	North House N.B.H. Pump Room	10-02-156	E - 85 H.P. - 1750 R.P.M. - Inlet 150 lbs. - Ex. 6 lbs.	26804	1951		Allis Chalmers
Pump Mill Water	Water Purif. Base		3000 G.P.M. 8 x 14 SD Ingersoll Rand 150 H.P. 3/60/440 Lincoln Motor		1981		McGlosser & Sons
Pump Feed Water	Water Purif. Base		Worthington 100 H.P. AC Lincoln Motor				
Pump Phosphate - Boiler #1 & 2	Boiler H. basement	26-05-010	15 G.P.H. - 250 P.S.I.	73381-2 Mod. R-230	1964	\$365.00	Hilton Roy Co.
Pump Phosphate - Boiler #3 & 4	Boiler H. basement	26-05-020	15 G.P.H. - 250 P.S.I.	73381-1 Mod. R-230	1964	\$365.00	Hilton Roy Co.
Pump Sprinkler Conv.	Boiler House	26-06-180	350 G.P.H.; 2050 R.P.M., 557 H.	230530	1945		DeLaval St. Turb.
Pump Turbine - Mill #2	Water Purif. Base.	23-01-020	616 H.P.; 5000 R.P.M.; 150#-28" Hg.	27407 Type 575-TE	1917		DeLaval St. Turb.
Reduction Gear - No. 2 Mill Turb.	Water Purif. Base.	23-01-021	5000-900 R.P.M.	Falk #70310 & 70316	1964		Falk Corp.
Pump Water - #2 Mill	Water Purif. Base.	23-01-022	12,000 G.P.M.; 900 R.P.M.; 160'H	27407 Type P-18	1953	\$6,885.00	DeLaval St. Turb.
Pump Water - #2 Cond.	Water Purif. Base.	23-01-023	5000 G.P.M.; 900 R.P.M.; 50'H	27407 Type P-14	1917		DeLaval St. Turb.
Pump Turbine - #1 Boiler Feed	Water Purif. Base.	23-02-010	110-B.H.P.; 3000 R.P.M. 150#-1st	117901 Class K.C.B.	1965		Dean-Hill-DeLaval
Pump - Feed #1 Boiler	Water Purif. Base.	23-02-011	600' H. 4 St; 400 G.P.M.; 1900 R.P.M.	249909 Type 4P 3/4 Size 4/3	1947		DeLaval St. Turb.

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>EQUIPMENT NO.</u>	<u>TYPE</u>	<u>SER. NO.</u>	<u>DATE INSTALLED</u>	<u>ORIGINAL COST</u>	<u>VENDOR</u>
Pump Turbine - Feed - Boiler No.2-Elliott Turb.	Water Purif. Base.	23-02-020	Inlet Press. 140psig Inlet Temp 360 100 H.P. 2000 rpm Trip speed 2410 rpm Type 2 ayr	E 2699	2-9-68	\$2,354.61	Elliot Pump
Pump - Feed Boiler #2	Water Purif. Base.	23-03-021	4 St; 400 G.P.M.; 1900 R.P.M. 600' H. Type 4P 4/3 Size 4/3	247428	1946		DeLaval St. Turb.

REEL 2891 IMAGE 528

FLH73
072192

Tax Key No. 430-9997-100-3

AMENDMENT TO LEASE/PURCHASE AGREEMENT

THIS AMENDMENT is made and executed on the 20th day of AUGUST, 1992, by and between CLIFFS MINING COMPANY (fka PICKANDS MATHER & CO.), Lessor/Seller, (hereinafter referred to as "Owner") and WISCONSIN WRECKING COMPANY, Lessee/Purchaser, (hereinafter referred to as "Wisconsin").

RECORD

6678618 #
18.00

WITNESSETH

WHEREAS, on June 27, 1983, Owner and Wisconsin entered into a Lease/Purchase Agreement (hereinafter referred to as "Agreement") wherein Owner agreed to lease/sell and Wisconsin agreed to lease/purchase certain premises with appurtenances situated in the City of Milwaukee, Wisconsin, known as the Milwaukee Solvay Coke Co., a Division of Pickands Mather & Co., lying South of Greenfield Avenue, containing approximately 47 acres, more or less (hereinafter referred to as "Premises"); and

WHEREAS, a certain parcel of property with appurtenances, further described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel") was inadvertently omitted from the Agreement; and

WHEREAS, Owner and Wisconsin desire to add the Parcel to the Agreement.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and undertakings of the parties hereinafter set forth, IT IS AGREED that the Agreement is amended as set out below:

1. The Parcel, as described in Exhibit A, is hereby added to and made subject to the terms of the Agreement, retroactively effective from and after the effective date of the Agreement.

6678618
REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT -9 11 AM
OCT 22 1992 528 to
REEL 289/IMAGE 532 in 41
REGISTER

REEL 2891 IMAGE 529

2. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year above written.

WITNESSES

P. D. Brick
Barbara A. Howard

Charles H. Pearson
Harlan Krizan

CLIFFS MINING COMPANY

By: [Signature]
R. N. Carlson
Senior Vice President

By: _____

WISCONSIN WRECKING COMPANY

By: [Signature]
MARCO M. GENOVA

By: [Signature]
THOMAS M. GENOVA

Ret
To: Draft prepared by
P. D. Brick
1100 Superior Avenue
Cleveland, Ohio 44114

REEL 2891 IMAGE 530

STATE OF Ohio)
COUNTY OF Cuyahoga) SS

The foregoing instrument was acknowledged before me this 28th day of July, 1992, by J. N. Carlson and W. Nick President, the W. Nick President and W. Nick President, respectively, of **CLIFFS MINING COMPANY**, a Delaware corporation, on behalf of such corporation.

Lucille E. Shaner
Notary Public

My Commission expires May 21, 1994
LUCILLE E. SHANER
Notary Public, State of Ohio, Cuyahoga Cty.
My Commission Expires May 21, 1994

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

The foregoing instrument was acknowledged before me this 20 day of AUGUST, 1992, by MARKO M. GEROVAC and THOMAS M. GEROVAC, the PARTNER and PARTNER, respectively, of **WISCONSIN WRECKING COMPANY**, a PARTNERSHIP corporation, on behalf of such corporation.

Paula Kay Gerovac
Notary Public

My Commission expires 10-3-93.

REEL 2891 IMAGE 531

EXHIBIT A

The following described parcel is situated in the County of Milwaukee and the State of Wisconsin, to wit:

That part of the Southwest 1/4 of Section 33, Township 7 North, Range 22 East and the Southeast 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the South section corner between Sections 32 and 33 aforesaid; running thence North 00° 16' 36" East along the Section line between Sections 32 and 33 aforesaid 388.00 ft. to a point, said point lying in the center line extended East of East Madison Street; thence South 89° 56' 25" West along the center line extended East of East Madison Street 49.70 ft. to a point, thence North 03° 31' 36" East and parallel to the East line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way 310.00 ft., more or less, to a point in the Westerly line of the Chicago and Northwestern Railroad Company right of way, said point being 125.2 ft. Westerly, as measured radially from the Easterly line of the Chicago and Northwestern Railroad Company right of way; thence Southerly along the Westerly line of the Chicago and Northwestern Railroad Company right of way 503.64 ft. on the arc of a curve whose center lies to the East, whose radius is 2694.29 ft. and whose chord bears South 11° 52' 26" East 602.90 ft. to a point, said point being 155.15 ft. North of the North line of East Greenfield Avenue; thence North 89° 56' 29" East and parallel to the North line of East Greenfield Avenue 26.39 ft. to a point on the Westerly line of the Chicago and Northwestern Railroad Company right of way, said point being 100.00 ft. westerly as measured radially, from the Easterly line of the Chicago and Northwestern Railroad Company right of way; thence Southerly along the Westerly line of the Chicago and Northwestern Railroad Company right of way 217.91 ft. on the arc of a curve whose center lies to the East, whose

FILE 2291 33 532

radius is 2669.09 ft. and whose chord bears South $19^{\circ} 44' 06''$ East 217.85 ft. to a point in the South line of said Section 33; thence South $89^{\circ} 56' 29''$ West along the South line of Section 33 aforesaid 174.67 ft. to the point of commencement; excepting therefrom the South 50.00 ft. as taken for East Greenfield Avenue.

COPY

7513699

Amendment to Lease/Purchase Agreement

Document Number

Document Title

REEL 4281 IMAG 763

REGISTER'S OFFICE } SS
Milwaukee County, WI } 1030 A
RECORDED AT

APR 7 1998

REEL 4281 IMAG 763 TO 77
Waller & Co. REGISTER
OF DEEDS

REEL 4281 IMAG 763 TO 77
TNCL

Recording Area

Name and Return Address

Dennis L. Fisher
Meissner Tierney Fisher & Nichols S.C.
111 E. Kilbourn Avenue, 19th Floor
Milwaukee, WI 53202-6622

Parcel Identification Number (PIN)

7513699
RECORD 24.00

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee.

242

AMENDMENT TO LEASE/PURCHASE AGREEMENT

THIS AMENDMENT is made and executed as of the 1st day of March, 1998, by and between CLIFFS MINING COMPANY a Delaware Corporation, (fka PICKANDS MATHER & CO.), Lessor/Seller, (hereinafter referred to as "Owner") and WISCONSIN WRECKING COMPANY, a Wisconsin general partnership, Lessee/Purchaser, (hereinafter referred to as "Wisconsin").

W I T N E S S E I H:

WHEREAS, on June 27, 1983, Owner and Wisconsin entered into a Lease/Purchase Agreement (hereinafter referred to as "Agreement") wherein Owner agreed to lease/sell and Wisconsin agreed to lease/purchase certain premises further described in Exhibit A attached hereto and made a part hereof with appurtenances situated in the City of Milwaukee, Wisconsin, known as the Milwaukee Solvay Coke Co., a Division of Pickands Mather & Co., lying South of Greenfield Avenue, containing approximately 49 acres, more or less (referred to therein as "Premises"); and

WHEREAS, by Amendment to Lease/Purchase Agreement dated the 20th of August, 1992 a certain parcel of property with appurtenances, further described in Exhibit B attached hereto and made a part hereof (referred to therein as "Parcel") was added to and made subject to the terms of the Agreement; and

WHEREAS, by separate Extension Agreement dated March 1, 1998, Owner and Wisconsin have extended the term of the Agreement; and

WHEREAS, Owner and Wisconsin desire to give notice of the extension of the term of the Agreement.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and undertakings of the parties hereinafter set forth, IT IS AGREED that the Agreement is amended as set out below:

1. The Lease/Purchase Agreement is amended to extend the term thereof through March 1, 2000.

2. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year above-written.

WITNESSES

Lurille E. Pharr

Marilyn J. Kennedy

Charles H. Gennin

Loren M. Kreiss

CLIFFS MINING COMPANY

By: J.A. Tratheway
Vice President J.A. Tratheway

By: J.E. Leonard
SECRETARY

WISCONSIN WRECKING COMPANY

By: Mark M. Gerwar
Mark M. Gerwar

By: Thomas M. Gerwar
Thomas M. Gerwar

STATE OF Ohio)
COUNTY OF Cuyahoga) SS

The foregoing instrument was acknowledged before me this 2nd day of April, 1998, by John Pethering and Jeff Leeland, the Vice President and Secretary, respectively, of CLIFFS MINING COMPANY, a Delaware corporation, on behalf of such corporation.

Lucille E. Shaner
Notary Public

My Commission expires _____
LUCILLE E. SHANER
Notary Public, State of Ohio, Cuya. Cty.
My Commission Expires May 21, 1999

STATE OF Wisconsin
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me this 25 day of March, 1998, by Mark M. Gernier and Mark M. Gernier, the _____ and _____, respectively, of WISCONSIN WRECKING COMPANY, a Partnership corporation, on behalf of such corporation.

Annale Kay Gernier
Notary Public

My Commission expires 9/23/2001

Drafted by:
Cliffs Mining Company
By N. F. Smith
1100 Superior Avenue
Cleveland, Ohio 44114

That part of Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 17 in the Partition of that part of the N W 1/4 of Section 4, lying West of the quarter section line and that part of Lots 1 and 2 in Subdivision of the West 1/2 of the S W 1/4 of said Section 4, T 6 N, R 22 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Section 4;
thence North 89° 56' 29" East along the North line of the N W 1/4 of Section 4 aforesaid 116.01 ft. to a point;
thence South 00° 46' 58" West 16.00 ft. to a point in the South line of East Greenfield Avenue being the point of beginning of the land about to be described;
thence North 89° 56' 29" East along the South line of East Greenfield Avenue 180.93 ft. to a point on the Westerly line of the Chicago and North Western Transportation Company right-of-way;
thence Southeasterly along said right-of-way line 776.10 ft., being the arc of a curve whose center lies to the Northeast whose radius is 2669.09 ft. and whose chord bears South 30° 46' 32" East 773.37 ft. to a point;
thence South 39° 06' 20" East along said right-of-way line 661.68 ft. to a point on the Westerly dock line of the Kinnickinnic River;
thence South 20° 59' 55" West along said dock line 733.69 ft. to a point;
thence South 16° 11' 31" West along said dock line 296.93 ft. to a point;
thence South 20° 45' 27" West along said dock line 354.07 ft. to a point on the South line of the N W 1/4 of said Section, said point being 672.66 ft. South 89° 47' 45" East of the Southwest corner of the NW 1/4 of said Section;
thence South 17° 29' 34" West along said dock line 343.01 ft. to a point;
thence South 60° 49' 25" West along said dock line 42.79 ft. to a point on the North line of the South 50.00 ft of Lot 1 in said Subdivision of the West 1/2 of the S W 1/4 of Section 4;
thence South 89° 47' 45" East along the North line of the South 50.00 ft of Lot 1 aforesaid 30.75 ft. to a point on the old established dock line of the Kinnickinnic River;
thence South 17° 29' 34" West along said old dock line 6.00 ft. to a point;
thence South 55° 44' 25" West along said old dock line 427.24 ft. to a point;

Page Two
Milwaukee Solvay Coke Site
Composite Description

thence North 21° 28' 30" West along a line which is 44.00 ft. North-easterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 57.58 ft. to a point on the dock line of the Kinnickinnic River;
thence South 60° 49' 25" West along said dock line 44.40 ft. to a point on the Northeasterly line of South Kinnickinnic Avenue;
thence North 21° 28' 30" West along the Northeasterly line of South Kinnickinnic Avenue 232.20 ft. to a point on the North line of the South 50.00 ft of said Lot 1;
thence South 89° 47' 45" East along the North line of the South 50.0 ft of Lot 1 aforesaid 47.35 ft. to a point;
thence North 21° 28' 30" West along a line which is 44.00 ft. North-easterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 199.62 ft. to a point which is 40.00 ft. East of the West line of the SW 1/4 of said Section;
thence North 00° 53' 55" East and parallel to the West line of the SW 1/4 of said Section 163.01 ft. to a point, said point being 40.00 ft South 89° 47' 45" East of the Southwest corner of the NW 1/4 of said Section;
thence North 00° 46' 58" East on a line which is 40.00 ft. East of and parallel to the West line of the NW 1/4 of said Section 333.35 ft. to the Southwest corner of said Lot 14;
thence South 89° 47' 45" East along the North line of Lot 12 aforesaid 50.00 ft. to a point;
thence North 00° 46' 58" East along the West line of Lot 17 aforesaid 151.42 ft. to the Northwest corner of said Lot 17;
thence South 89° 47' 45" East along the South line of Lot 7 aforesaid 26.00 ft. to a point;
thence North 00° 46' 58" East along a line which is 116.00 ft. East of and parallel to the West line of the NW 1/4 of said Section 1992.43 ft. to the point of beginning.
The above described parcel contains 48.8549.

Exhibit B

The following described parcel is situated in the County of Milwaukee and the State of Wisconsin, to wit:

That part of the Southwest 1/4 of Section 33, Township 7 North, Range 22 East and the Southeast 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the South section corner between Sections 32 and 33 aforesaid; running thence North 00° 16' 36" East along the Section line between Sections 32 and 33 aforesaid 388.00 ft. to a point, said point lying in the center line extended East of East Madison Street; thence South 89° 56' 29" West along the center line extended East of East Madison Street 49.70 ft. to a point, thence North 03° 31' 36" East and parallel to the East line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way 310.00 ft., more or less, to a point in the Westerly line of the Chicago and Northwestern Railroad Company right of way, said point being 125.2 ft. Westerly, as measured radially from the Easterly line of the Chicago and Northwestern Railroad Company right of way; thence Southerly along the Westerly line of the Chicago and Northwestern Railroad Company right of way 503.64 ft. on the arc of a curve whose center lies to the East, whose radius is 2694.29 ft. and whose chord bears South 11° 52' 26" East 602.90 ft. to a point, said point being 155.15 ft. North of the North line of East Greenfield Avenue; thence North 89° 56' 29" East and parallel to the North line of East Greenfield Avenue 26.39 ft. to a point on the Westerly line of the Chicago and Northwestern Railroad Company right of way, said point being 100.00 ft. westerly as measured radially, from the Easterly line of the Chicago and Northwestern Railroad Company right of way; thence Southerly along the Westerly line of the Chicago and Northwestern Railroad Company right of way 217.91 ft. on the arc of a curve whose center lies to the East, whose

radius is 2669.09 ft. and whose chord bears South 19° 44' 06" East 217.85 ft. to a point in the South line of said Section 33; thence South 89° 56' 29" West along the South line of Section 33 aforesaid 174.67 ft. to the point of commencement; excepting therefrom the South 50.00 ft. as taken for East Greenfield Avenue.